



MAYOR CELESTE T. RODRIGUEZ  
VICE MAYOR MARY MENDOZA  
COUNCILMEMBER JOEL FAJARDO  
COUNCILMEMBER MARY SOLORIO  
COUNCILMEMBER VICTORIA GARCIA

## CITY OF SAN FERNANDO CITY COUNCIL

MEETING AGENDA  
SPECIAL MEETING – 5:15 PM  
REGULAR MEETING – 6:00 PM  
MONDAY, NOVEMBER 18, 2024

CITY HALL COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340

COUNCILMEMBER MARY SOLORIO  
REMOTE TELECONFERENCE LOCATION  
1425 HOLLISTER STREET  
SAN FERNANDO, CA 91340

Please visit the City's YouTube channel to live stream and watch previously recorded City Council meetings, which is also available with Spanish subtitles at: <https://www.youtube.com/c/CityOfSanFernando>

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including in-person translation services, or other services please call the City Clerk Department at (818) 898-1204 or email at [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) at least 2 business days prior to the meeting.

**CALL TO ORDER - SPECIAL MEETING**      5:15 P.M. (CLOSED SESSION)

**ROLL CALL**

**APPROVAL OF SPECIAL MEETING AGENDA (CLOSED SESSION)**

**PUBLIC STATEMENTS FOR SPECIAL MEETING (CLOSED SESSION)**

There will be a three (3) minute limitation for each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council, please speak into the microphone and voluntarily state your name and address.

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### **RECESS TO CLOSED SESSION**

- A) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2) – CONFERENCE WITH LEGAL COUNCIL RE ANTICIPATED LITIGATION:

Two (2) Matters

### **RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION**

|   |
|---|
| <b>REGULAR MEETING - PUBLIC PARTICIPATION OPTIONS</b> |
|---|

### **WATCH THE MEETING**

Live stream with audio and video, via YouTube, at: <https://www.youtube.com/c/CityOfSanFernando>

### **SUBMIT PUBLIC COMMENT IN PERSON**

Members of the public may provide comments in person in the City Council Chambers during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

### **SUBMIT PUBLIC COMMENT VIA EMAIL**

Members of the public may submit comments **by email** to [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) no later than **12:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council and made part of the official public record of the meeting.

### **CALL-IN TO PROVIDE PUBLIC COMMENT LIVE DURING THE MEETING**

Members of the public may **call-in between 6:00 p.m. and 6:15 p.m.** Comments will be heard in the order received, and limited to three minutes. If necessary, the call-in period may be extended by the Mayor. Note: This is audio only and no video.

**Call-in Telephone Number: (669) 900-6833**

**Meeting ID: 833 6022 0211**

**Passcode: 924965**

When connecting to the Zoom meeting to speak, you will be placed in a virtual “waiting area,” with your audio disabled, until it is your turn to speak and limited to three minutes.



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### **CALL TO ORDER - REGULAR MEETING**

**6:00 P.M. (OPEN SESSION)**

### **ROLL CALL**

### **TELECONFERENCING REQUESTS/DISCLOSURE**

Recommend consideration of requests received for remote teleconference meeting participation made by members of the City's legislative bodies, as permitted under the provisions of Assembly Bill (AB) 2449, Government Code Section 54953, and the City of San Fernando adopted Resolution No. 8215, effective March 1, 2023.

### **PLEDGE OF ALLEGIANCE**

Led by City Clerk Julia Fritz

### **APPROVAL OF REGULAR MEETING AGENDA**

Recommend that the City Council approve the agenda as presented and move that all ordinances presented tonight be read in title only as authorized under Government Code Section 36934.

### **PRESENTATIONS**

- A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR NOVEMBER STUDENTS OF THE MONTH FOR GIVING BACK  
Madeleine Hernandez (Vaughn Next Century Learning Center G3)  
Mia Tobar (Social Justice Humanitas Academy)
- B. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION TO SOCIAL JUSTICE HUMANITAS ACADEMY STUDENT CLUB, PANCHE BEH, FOR ESTABLISHING AND MAINTAINING A FOOD PANTRY
- C. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO HEAVENLY PANCAKES FOR THEIR SUPPORT OF THE TIP-A-COP FUNDRAISER ON NOVEMBER 5, 2024
- D. PRESENTATION OF A CERTIFICATE OF APPRECIATION TO PLANNING AND PRESERVATION COMMISSIONER SYLVIA BALLIN FOR HER SERVICE TO THE CITY OF SAN FERNANDO AND TO THE COMMUNITY BY VICE MAYOR MARY MENDOZA
- E. PRESENTATION OF CERTIFICATES OF APPRECIATION TO COMMISSIONERS FOR THEIR SERVICE TO THE CITY OF SAN FERNANDO AND TO THE COMMUNITY BY MAYOR CELESTE T. RODRIGUEZ
  - Planning and Preservation Commissioner Sean M. Rivas
  - Education Commissioner Olivia Robledo
  - Parks, Wellness and Recreation Commissioner Robert Gonzales
  - Transportation and Public Safety Commissioner Rudy Trujillo

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#### F. ANNUAL PROCLAMATION

- NATIONAL VETERANS AND MILITARY FAMILIES MONTH – NOVEMBER 2024

#### G. INTRODUCTION OF NEW EMPLOYEES

### **DECORUM AND ORDER**

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council (SF Procedural Manual). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

### **PUBLIC STATEMENTS**

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Members of the public may submit comments by email to [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) no later than **12:00 p.m. the day of the meeting** to ensure distribution to the City Council and made part of the official public record of the meeting.

Members of the public may provide **a live public comment by calling in between 6:00 p.m. and 6:15 p.m. CALL-IN INFORMATION: Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; Passcode: 924965**

### **CONSENT CALENDAR**

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

#### **1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:**

- |   |   |
|---|---|
| a. August 6, 2007 – Special Meeting           | e. March 9, 2011 – RA Adjourned Meeting |
| b. August 6, 2007 – Regular Meeting           | f. September 17, 2012 – Regular Meeting |
| c. November 5, 2007 – CC & RA Special Meeting | g. May 28, 2024 – Special Meeting       |
| d. March 7, 2011 – CC 7 RA Special Meeting    |   |

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**2) CONSIDERATION TO ADOPT RESOLUTION NOS. 24-111 AND 24-112 APPROVING THE WARRANT REGISTERS OF NOVEMBER 4, 2024, AND NOVEMBER 18, 2024, RESPECTIVELY**

Recommend that the City Council:

- a. Adopt Resolution No. 24-111 approving the Warrant Register dated November 4, 2024; and
- b. Adopt Resolution No. 24-112 approving the Warrant Register dated November 18, 2024.

**3) RECEIVE AND FILE STATUS UPDATES FOR ENHANCEMENTS, PROJECTS, AND CITY COUNCIL PRIORITIES**

Recommend that the City Council receive and file the status report for FY 2024-2025 Enhancements, Capital Projects, and City Council Priorities, and provide direction, as appropriate.

**4) CONSIDERATION TO APPROVE AN AGREEMENT WITH TYLER TECHNOLOGIES FOR ENTERPRISE RESOURCE PLANNING SOFTWARE AND IMPLEMENTATION SERVICES, AND ADOPT A RESOLUTION APPROPRIATING FUNDING FOR ERP IMPLEMENTATION COSTS**

Recommend that the City Council:

- a. Approve an agreement with Tyler Technologies (Contract No. 2326) for Enterprise Resource Planning Software and Implementation Services;
- b. Adopt Resolution No. 8353 to amend the Fiscal Year 2024-2025 Adopted Budget in the amount of \$133,685 from General Fund Reserves; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

**5) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING SIDE LETTER AGREEMENT BETWEEN THE CITY AND SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION/SEIU LOCAL 721 AND ADOPT A RESOLUTION RELATED TO PAID PARENTAL LEAVE FOR DEPARTMENT HEAD EMPLOYEES**

Recommend that the City Council:

- a. Approve a Memorandum of Understanding Side Letter Agreement (Contract No. 2145(c)) between the City of San Fernando and the San Fernando Public Employees Association to include Paid Parental Leave;

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- b. Adopt Resolution No. 8343 amending the salary and benefits for certain employees in classifications designated as Department Heads to include Paid Parental Leave; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

**6) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE JOB SPECIFICATION FOR A WATER SYSTEM OPERATOR AND ADOPT A RESOLUTION AMENDING THE SALARY PLAN FOR FISCAL YEAR 2024-2025**

Recommend that the City Council:

- a. Adopt Resolution No. 8349 approving the job specification for a Water System Operator;
- b. Adopt Resolution No. 8352 amending the Salary Plan for Fiscal Year 2024-2025; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

**7) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT TO R.C. BECKER, INC. FOR THE BUS SHELTER CONSTRUCTION PROJECT, JOB NO. 7609**

Recommend that the City Council:

- a. Accept the lowest responsive bid in the amount of \$382,541.73 from R.C. Becker, Inc., for construction of bus shelters;
- b. Approve a Construction Contract with R.C. Becker, Inc. (Contract No. 2316) in an amount not-to-exceed \$382,541.73, for the Bus Shelter Construction Project, Job No. 7609;
- c. Approve a project contingency in an amount not-to-exceed 10% of the contract amount, or \$38,255, to cover costs of unforeseen conditions; and
- d. Authorize the City Manager, or designee, to make non-substantive changes and execute the Construction Contract and all related documents.

**8) CONSIDERATION TO APPROVE A CONTRACT AMENDMENT WITH UNITED MAINTENANCE SYSTEMS EXTENDING THE TERM OF THE EXISTING JANITORIAL CONTRACT, AND APPROVE A CONTRACT SERVICES AGREEMENT WITH JJ PROPERTY MAINTENANCE NETWORK INCORPORATED FOR JANITORIAL SERVICES**

Recommend that the City Council:

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- a. Approve a Contract Amendment with United Maintenance Systems (Contract No. 1901(a)) extending the term of the existing janitorial contract through December 31, 2024, to provide services through the transition period;
- b. Approve a Contract Services Agreement with JJ Property Maintenance Network Incorporated (Contract No. 2312) in an amount not to exceed \$225,770 for janitorial services for nine public buildings, facilities and parks including day porter services for the City's Senior Meal and Summer/Winter Day Camp programs.
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute the agreement.

**9) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO ACCEPT PHASE 3 URBAN AND MULTIBENEFIT DROUGHT RELIEF PROGRAM GRANT FUNDS FOR WELL 3 NITRATE REMOVAL TREATMENT SYSTEM RELATED PROJECTS AND ADOPT A RESOLUTION APPROPRIATING FUNDS**

Recommend that the City Council:

- a. Approve a Memorandum of Understanding with the Los Angeles County Flood Control District (Contract No. 2317) to Accept Phase 3 Urban and Multibenefit Drought Relief Program Grant Funds in the amount of \$750,000 for Well 3 Nitrate Removal Treatment System Related projects;
- b. Adopt Resolution No. 8344 amending the Fiscal Year 2024-2025 Adopted Budget to appropriate Phase 3 Urban and Multibenefit Drought Relief Program Grant Fund expenditures and revenues; and
- c. Authorize the City Manager, or designee, to execute the agreement and all related documents.

**10) CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE CONTRACT SERVICES AGREEMENT WITH ENVIROGEN TECHNOLOGIES, INC. FOR THE MAINTENANCE AND REPAIR OF THE ION EXCHANGE NITRATE REMOVAL TREATMENT SYSTEMS FOR WELL 7, PLANT 1, WELL 3, AND PLANT 2**

Recommend that the City Council:

- a. Approve a Second Amendment to the Contract Services Agreement with Envirogen Technologies, Inc. (Contract No. 1920(c)) increasing the annual not-to-exceed amount to \$200,000 and extending the term for two years plus one optional two-year extension; and

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- b. Authorize the City Manager, or designee, to make non-substantive changes and execute the Agreement and all related documents.

### **11) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH YUNEX TRAFFIC LLC, FORMERLY SIEMENS MOBILITY, INCORPORATED FOR ON-CALL TRAFFIC SIGNAL MAINTENANCE SERVICES**

Recommend that the City Council:

- a. Approve a Professional Services Agreement to Yunex Traffic LLC, formerly Siemens Mobility Incorporated (Contract No. 2319) in an amount not-to-exceed \$200,000, for on-call traffic signal maintenance services for a term of three years; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute the agreement and all related documents.

### **12) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES CONTRACT WITH WEST COAST ARBORISTS, INC. FOR CITY-WIDE TREE MAINTENANCE SERVICES**

Recommend that the City Council:

- a. Approve a Professional Services Agreement with West Coast Arborists, Inc. (Contract No. 2320) for city-wide tree maintenance services in an amount not-to-exceed the annual fiscal year budget appropriation, for a term of three years with two optional one-year extension; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute the agreement.

### **13) CONSIDERATION TO ACCEPT THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY GRANT FUNDS FROM THE FISCAL YEAR 2022-2023 SENATE BILL 1383 LOCAL ASSISTANCE GRANT PROGRAM (OWR-4) FOR IMPLEMENTATION OF THE CITY'S SENATE BILL 1383 PROGRAM, AND ADOPT A RESOLUTION APPROPRIATING FUNDS**

Recommend that the City Council:

- a. Accept the Department of Resources Recycling and Recovery Grant Funds from the Fiscal Year 2022-2023 Senate Bill 1383 Local Assistance Grant Program (OWR-4) in the amount of \$75,000 for the implementation of the City's SB 1383 Program;
- b. Adopt Resolution No. 8350 amending the Fiscal Year 2024-2025 Adopted Budget to appropriate grant expenditures and revenues; and

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- c. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

#### **14) CONSIDERATION TO APPROVE THE COLOR SCHEME FOR EXTERIOR PAINTING OF CITY HALL AND THE POLICE DEPARTMENT**

Recommend that the City Council approve the color scheme for the exterior painting of San Fernando Civic Center, including City Hall and the Police Department.

#### **15) CONSIDERATION TO APPROVE THE PURCHASE OF FOUR POLICE VEHICLES AND INSTALLATION OF REQUIRED EMERGENCY EQUIPMENT, ADOPT A RESOLUTION TO APPROPRIATE THE FUNDS, AND APPROVE DISPOSITION OF SURPLUS CITY-OWNED VEHICLES**

Recommend that the City Council:

- a. Approve the purchase of four 2025 Ford Explorer police vehicles from National Auto Fleet Group through Sourcewell's Cooperative Purchasing Program Contract #091521-NAF, in accordance with Chapter 2, Article VI, Division 6, Section 2-802 of the City of San Fernando Municipal Code;
- b. Authorize the City Manager to execute a Purchase Order with National Auto Fleet Group in an amount not to exceed \$245,213 for the purchase of the four vehicles;
- c. Approve a contingency up to \$24,521 for any additional costs due to unforeseen vehicle purchase related costs;
- d. Approve the purchase of required emergency equipment for outfitting the vehicles in an amount not to exceed \$70,582 with a 10% contingency for unforeseen costs associated with equipment installation through an existing agreement with Dana Safety Supply, Inc.;
- e. Approve the purchase and installation of required emergency police radio equipment for the new canine vehicle in an amount not to exceed \$11,767 through an existing purchase order with Bearcom Inc.;
- f. Adopt Resolution No. 8345 to appropriate Equipment Maintenance and Replacement Fund balance in the amount of \$352,083 for the purchase of Police fleet vehicles and the cost associated with outfitting of the vehicles with emergency police equipment;
- g. Declare all vehicles listed in Attachment "C" as surplus and authorize the City Manager, or designee, to dispose of surplus City-owned vehicles, in accordance with Chapter 2, Article VI, Division 7, of the San Fernando Municipal Code; and

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- h. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

**16) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH INTERNATIONAL INSTITUTE OF LOS ANGELES TO PARTICIPATE IN THE LOW INCOME FARE IS EASY PROGRAM**

Recommend that the City Council:

- a. Approve a Memorandum of Understanding with the International institute of Los Angeles (Contract No. 2322) for the Low Income Fare is Easy Program; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

**17) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES UNIFIED SCHOOL DISTRICT MILLER CAREER AND TRANSITION CENTER FOR A WORK-BASED LEARNING OPPORTUNITY VOLUNTEER PROGRAM**

Recommend that the City Council:

- a. Approve a Memorandum of Understanding with the Los Angeles Unified School District Miller Career and Transition Center/Advanced Transition Skills (Contract No. 2323) for a Work-Based Learning Opportunity Volunteer Program;
- b. Authorize the City manager, or designee, to make non-substantive changes and execute all related documents.

**18) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BEAR COMMUNICATIONS, INC., DBA BEARCOM TO UPDATE, REPLACE, AND INCREASE SECURITY MEASURES FOR THE SAN FERNANDO POLICE FACILITY**

Recommend that the City Council:

- a. Approve a First Amendment to the Professional Services Agreement with Bear Communications Inc. dba BearCom (Contract No. 2041(a)) to increase the not-to-exceed amount by \$133,353 from \$776,709 to \$910,062 to replace the Department's outdated and no-longer supported security camera system and access control system;
- b. Authorize the City Manager, or designee, to utilize \$133,353 from the 2022 Urban Area Security Initiative Grant (Contract No. 2144) for the agreement with BearCom to install and maintain the replacement surveillance and access control system; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute all related agreements.



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**19) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TURBO DATA SYSTEMS, INC., TO PROVIDE ADMINISTRATIVE CITATIONS, PARKING CITATIONS, NOTICE TO APPEAR PROCESSING, AND RACIAL AND IDENTITY PROFILING ACT REPORTING**

Recommend that the City Council:

- a. Approve a Professional Services Agreement with Turbo Data Systems, Inc. (Contract No. 2324) in an amount not-to-exceed \$100,000 per fiscal year to provide administrative citations, parking citations, and notice to appear processing, as well as Racial and Identity Profiling Act Reporting; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

**20) CONSIDERATION TO ADOPT A RESOLUTION ACCEPTING THE CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM FUNDS TO SUPPORT THE UNDER-AGE TOBACCO PURCHASE PREVENTION PROGRAM, AND ADOPT A RESOLUTION TO APPROPRIATE THE FUNDS**

Recommend that the City Council:

- a. Adopt Resolution No. 8347 authorizing the City Manager to execute Memorandum of Understanding No. DOJ-PROP56-2024-25-1-062 with the Department of Justice;
- b. Accept the California Department of Justice Tobacco Grant Program MOU (Contract No. 2325) in the amount of \$92,241 to support the Police Department's Under-Age Tobacco Purchase Prevention Program;
- c. Adopt Resolution No. 8348 amending the budget for Fiscal Year 2024-2025 to appropriate the grant revenues and expenses; and
- d. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

### **PUBLIC HEARING**

**21) A PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE AMENDING CHAPTER 106 (ZONING) OF THE SAN FERNANDO MUNICIPAL CODE TO ESTABLISH THE MIXED USE OVERLAY ZONE IN DESIGNATED AREAS OF THE CITY AND AMENDING THE ZONING MAP OF THE CITY OF SAN FERNANDO TO ADD THE MIXED-USE OVERLAY TO CERTAIN PROPERTIES IN THE C-1 AND C-2 ZONE DISTRICTS; ADOPT AN ORDINANCE AMENDING THE SAN FERNANDO CORRIDORS SPECIFIC PLAN (SP-5) FIGURE 4.1 – CITY LAND USE DISTRICTS AND OVERLAYS MAP TO ADD THE DOWNTOWN RESIDENTIAL OVERLAY AND FLEX USE OVERLAY TO 11 PARCELS; AND ADOPTING MITIGATED NEGATIVE DECLARATION ADDENDUMS**

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Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, approve introduction for first reading, in title only, and waive further reading of Ordinance No. 1728 titled, “An Ordinance of the City Council of the City Of San Fernando, California amending Chapter 106 (Zoning) of the San Fernando Municipal Code to establish the Mixed Use Overlay Zone in Designated Areas of the City; amending the Zoning Map of the City of San Fernando to add the Mixed Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts; and adopting a California Environmental Quality Act Mitigated Negative Declaration Addendum”; and
- c. Introduction for first reading, in title only, and waive further reading of Ordinance No. 1729 titled, “An Ordinance of the City Council of the City Of San Fernando, California amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to add the Downtown Residential Overlay and Flex Use Overlay to 11 parcels and adopting a California Environmental Quality Act Mitigated Negative Declaration Addendum.”

### **ADMINISTRATIVE REPORTS**

#### **22) DISCUSSION AND CONSIDERATION TO APPOINT A COUNCILMEMBER TO SERVE THE REMAINDER OF A TWO-YEAR TERM EXPIRING ON MAY 4, 2025 AS THE REGIONAL COUNCIL DISTRICT 67 REPRESENTATIVE ON THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS**

Recommend that the City Council appoint a Councilmember to the Southern California Association of Governments Regional Council District 67, to fill the unscheduled vacancy, effective immediately, to fill the remainder of a two-year term expiring on May 5, 2025.

#### **23) DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION ALLOCATING THE BALANCE OF UNUSED COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO THE SMALL BUSINESS ASSISTANCE PROGRAM FOR FISCAL YEAR 2024-2025 AND APPROVE UPDATED PROGRAM GUIDELINES**

Recommend that the City Council:

- a. Adopt Resolution No. 8351 appropriating \$235,800 of the Community Development Block Grant funds in the City’s Fiscal Year 2024-2025 Adopted Budget including allocating \$64,506 from the unallocated CDBG funds in FY 2023-2024 to the Small Business Assistance Program, increasing total funding for the SBAP to \$210,110; and
- b. Approve the updated Small Business Assistance Program Guidelines

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### **24) DISCUSSION AND CONSIDERATION REGARDING CREATION OF A DOMESTIC ABUSE RESPONSE TEAM (DART) TO RESPOND TO NEEDS IN THE COMMUNITY**

This item was agendized by Mayor Celeste T. Rodriguez.

### **25) DISCUSSION AND CONSIDERATION REGARDING COMMISSIONER SELECTION PROCESS, APPLICATION UPDATES, AND CONDUCT STANDARDS**

This item was agendized by Councilmember Joel Fajardo.

### **STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

### **GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES**

### **ADJOURNMENT**

The meeting will adjourn to its next regular meeting on December 2, 2024.

### **AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Dated: \_\_\_\_\_ at: \_\_\_\_\_

Signed By: \_\_\_\_\_

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# Proclamation

## NATIONAL VETERANS & MILITARY FAMILIES MONTH *November 2024*

WHEREAS, the United States of America has the greatest Armed Forces in the history of the world. To those who serve and those that serve alongside them — their families and caregivers — we owe a debt we can never fully repay;

WHEREAS, during National Veterans and Military Families Month, the City of San Fernando recognizes and thanks them for their indispensable contributions and immeasurable sacrifices in support of our national security;

WHEREAS, as we approach this season of thanksgiving, the City of San Fernando is grateful to millions of service members, veterans, military families, caregivers, and survivors who have served and continue to serve our Nation;

WHEREAS, our veteran and military families do so much and ask for little. They are strong and adaptable, changing course to accommodate the needs of our country, often foregoing personal wishes. They are capable and proud, holding down the home front during their loved one's deployments, coping through their absence and the risk of danger, and helping them readjust when they come home;

WHEREAS, the City of San Fernando honors Veterans and Military Families and their invaluable contributions; we share their pride in our Armed Forces; and we will never forget what they and their loved ones do for us.

NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL DOES HEREBY proclaim the month of **NOVEMBER 2024** to be **NATIONAL VETERANS AND MILITARY FAMILIES MONTH** in the City of San Fernando and urge every resident to take time this month to show appreciation to the spouses, partners, children, caregivers, and survivors of our services members and veterans for their selfless sacrifice on behalf of the Nation.



  
CELESTE T. RODRIGUEZ  
MAYOR

  
MARY MENDOZA  
VICE MAYOR

  
JOEL FAJARDO  
COUNCILMEMBER

  
VICTORIA GARCIA  
COUNCILMEMBER

  
MARY SOLORIO  
COUNCILMEMBER

*November 18, 2024*

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**SAN FERNANDO**

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# **Regular Meeting**

# **San Fernando City Council**

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**SAN FERNANDO CITY COUNCIL**

**SPECIAL MEETING  
MINUTES**

**AUGUST 6, 2007 – 5:00 P.M.**

**CALL TO ORDER/ROLL CALL**

Mayor Julie Ruelas called the meeting to order at 5:00 p.m.

**PRESENT:**

City Council: Mayor Julie Ruelas, Mayor Pro Tem Nury Martinez, Councilmembers Maribel De La Torre, Steven Veres and Dr. José Hernández

Staff: City Administrator José E. Pulido, City Attorney Michael Estrada and City Clerk Elena G. Chávez

**APPROVAL OF AGENDA**

Motion by Councilmember Hernández, seconded by Councilmember De La Torre, to approve the agenda. By consensus, the motion carried.

**PUBLIC STATEMENTS**

Dr. Lawson provided public comment on various city issues.

**STUDY SESSION**

**1) GRAFFITI ORDINANCE**

City staff presented the staff report and responded to Councilmember questions.

City Council did not approve for first reading and directed staff to return to a future City Council meeting with suggested edits.

**SAN FERNANDO CITY COUNCIL**  
**SPECIAL MEETING MINUTES – August 6, 2007**  
**Page 2**

**ADJOURNMENT (5:46 P.M.)**

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 6, 2007 special meeting as approved by the San Fernando City Council at the meeting of November 18, 2024.

---

Julia Fritz  
City Clerk

Note: The current sitting members of the City Council approved the minutes as to form only during the meeting of November 18, 2024, and are not validating the accuracy of the minutes since they were not part of the City Council during that time period.

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**SAN FERNANDO CITY COUNCIL  
AND REDEVELOPMENT AGENCY  
MINUTES**

**AUGUST 6, 2007 - 6:00 P.M.  
REGULAR MEETING**

CITY HALL COUNCIL CHAMBER  
117 MACNEIL STREET  
SAN FERNANDO, CALIFORNIA 91340

**CALL TO ORDER/ROLL CALL**

Chair Julie Ruelas called the Redevelopment Agency meeting to order at 6:15 p.m.

Present: Board: Chair Julie Ruelas, Vice Chair Nury Martinez, Members Steven Veres, Maribel De La Torre and Dr. José Hernández

City Treasurer: Margarita Solis

Staff: City Administrator José E. Pulido, City Attorney Michael Estrada, and Deputy City Clerk Laura Valdivia

**APPROVAL OF AGENDA**

Motion by Vice Mayor Martinez, seconded by Member De La Torre to approve the agenda. The motion carried, unanimously.

**PUBLIC STATEMENTS** None

**CONSENT CALINDAR**

Motion by Vice Mayor Martinez, seconded by Member Veres to approve:

- 1) APPROVAL OF MINUTES OF:
  - A. JANUARY 2, 2007 - REGULAR MEETING
  - B. FEBRUARY 5, 2007 - REGULAR MEETING
  - C. JUNE 18, 2007 - REGULAR MEETING
- 2) APPROVAL OF RESOLUTION NO'S. 973 AND 974 TO REIMBURSE THE CITY FOR REDEVELOPMENT EXPENSES

The motion carried, unanimously.

**SAN FERNANDO CITY COUNCIL**

**AGENDA – August 6, 2007**

**Page 2**

**AGENCY DISCUSSION**                      None

**STAFF COMMUNICATION**                  None

**ADJOURNMENT (6:15 P.M.)**

Motion by Member Veres, seconded by Chair Ruelas to adjourn the Redevelopment Agency meeting at 6:15 p.m.

**CALL TO ORDER/ROLL CALL**

Mayor Julie Ruelas called the City Council meeting to order at 6:16 p.m.

Present:

Council:                      Mayor Julie Ruelas, Vice Chair Nury Martinez, Councilmembers Steven Veres, Maribel De La Torre and Dr. José Hernández

Staff:                         City Administrator José E. Pulido, City Attorney Michael Estrada, and Deputy City Clerk Laura Valdivia

**APPROVAL OF AGENDA**

Motion by Vice Mayor Martinez, seconded by Member De La Torre to approve the agenda. The motion carried, unanimously.

**PRESENTATION**

- A)        SMALL BUSINESS AWARD – AUGUST  
          PERFECT APERTURE STUDIO – MIGUEL ANGEL ARVIZU
- B)        RECOGNITION OF ALVIN AND RUBY PERKINS' 55<sup>TH</sup> WEDDING ANNIVERSARY
- C)        SANTA ROSA ALLSTAR BASEBALL TEAM DISTRICT AND REGIONAL CHAMPIONS
- D)        INTRODUCTION OF NEW EMPLOYEE – ASSISTANT PLANNER (HOUSING) RINA LARA

**APPROVAL OF AGENDA**

Motion by Mayor Pro Tem Martinez, seconded by Member De La Torre to approve the agenda. The motion carried, unanimously.

**SAN FERNANDO CITY COUNCIL**

**AGENDA – August 6, 2007**

**Page 3**

**PUBLIC STATEMENTS – WRITTEN/ORAL**

The following provided public comments and spoke about various city issues:

Lenny Castillo  
Zosima Gavilla  
Eugene Hernandez  
Fernando Grach  
Alexandro Perez  
Virginia Regalado  
Patrcia Yribe  
Maria Romo  
Francisco Navarro  
Denise Pisen  
Renato Lira  
Juan Guerrero  
John A.  
Juan C.  
Ray Cua  
Dr. James Lawson

**CONSENT CALENDAR**

Mayor Ruelas pulled Item Nos. 2, 4 and 8 and Councilmember Hernandez pulled Item No. 1D for discussion.

Mayor Pro Tem Martinez, seconded by Councilmember Hernandez to approve Item Nos. 1A, B, C, 3, 5, 6, and 7:

- 1) APPROVAL OF MINUTES OF:
  - a) AUGUST 15, 2006 - SPECIAL MEETING
  - b) JANUARY 2, 2007 – REGULAR MEETING
  - c) FEBRUARY 5, 2007 – REGULAR MEETING
- 2) APPROVAL OF WARRANT REGISTER NO’S. 07-072 AND 08-081
- 5) NOTICE OF COMPLETION AND PROJECT ACCEPTANCE - SIDEWALK REPAIR PROJECT FISCAL YEAR (FY) 2006-2007, JOB NO. 7540
- 6) NOTICE OF COMPLETION AND PROJECT ACCEPTANCE – 120 MACNEIL STREET TENANT IMPROVEMENTS (CITY YARD RELOCATION), JOB NO. 7543

**SAN FERNANDO CITY COUNCIL**

**AGENDA – August 6, 2007**

**Page 4**

- 7) AMPLIFIED SOUND PERMIT REQUEST: CLINICA MEDICA SAN MIGUEL, 1500 GLENOAKS BOULEVARD

The motion carried, unanimously.

It was noted that the minutes were not part of the agenda packet and therefore the City Council did not approve the minutes of:

- 1) APPROVAL OF MINUTES OF:
  - d) JUNE 18, 2007 – REGULAR MEETING

Motion by Mayor Ruelas, seconded by Councilmember Hernandez to approve:

- 3) ORDINANCE ADOPTING REVISIONS TO THE FEE AND CHARGE STRUCTURES FOR COMMUNITY DEVELOPMENT, FINANCE, POLICE, AND PUBLIC WORKS DEPARTMENTS
- 4) APPROVAL OF THE USE OF A COOPERATIVE AGREEMENT FOR THE PURCHASE OF TWO COMPRESSED NATURAL GAS (CNG) TROLLEYS
- 8) AWARD OF CONTRACT FOR 501 ROBERT F. KENNEDY DRIVE LIGHTING INSTALLATION (CITY YARD RELOCATION)

The motion carried, unanimously.

**PUBLIC HEARING**

- 9) ADOPTION BY REFERENCE OF AN AMENDMENT TO THE COUNTY OF LOS ANGELES CODE TITLE 10 (ANIMALS) ESTABLISHING A MANDATORY SPAY AND NEUTER PROGRAM FOR DOGS

City staff presented the staff report and responded to Councilmember questions.

Mayor Ruelas opened public comments.

The following spoke in support:

Alice Carrillo  
Myrna Martinez

Mayor Ruelas closed public comments and closed the public hearing.

**SAN FERNANDO CITY COUNCIL**

**AGENDA – August 6, 2007**

**Page 5**

Motion by Councilmember Veres, seconded by Mayor Pro Tem Martinez to approve second reading and adoption of Ordinance No. 1577 “An Ordinance of the City Council of the City of San Fernando Adopting by Reference Title 10, Animals, of the Los Angeles County Code”. The motion carried by the following vote:

**ROLL CALL**

|          |   |
|----------|---|
| AYES:    | Veres, Hernandez, De La Torre, Martinez - 4 |
| NAYES:   | None  |
| ABSTAIN: | Ruelas - 1                                  |
| ABSENT:  | None  |

**NEW BUSINESS**

**10) CITYWIDE EMERGENCY PREPAREDNESS SERVICES - PHASE II**

City staff presented the staff report and responded to Councilmember questions.

Motion by Councilmember De La Torre, seconded by Mayor Pro Tem Martinez to award a Professional Services Agreement to Law Enforcement Crisis Management (LECMgt LLC) for the continuation of Emergency Preparedness Professional Services for the City and authorize the City Administrator to execute a Professional Services Agreement with LECMgt LLC in an amount not to exceed \$60,500, as amended to include the monthly task list and related information including adding the fee schedule as Exhibit “A” and to remove Exhibit “B”; and to allow the consultant to make monthly payments in lieu of a lump sum payment. The motion carried, unanimously.

**11) LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (MTA) BUS PASS SUBSIDIES**

By consensus, the City Council approved as outlined in the staff report to subsidize bus pass cost towards Seniors at 50%; College students at 17% and Students K-12 at 25%.

**12) AMENDMENT TO AGREEMENT WITH LOZANO ASSOCIATES, INC. (LAI) AND FEE WAIVER FOR PRODUCTION OF THE SAN FERNANDO MENUDO FESTIVAL**

The motion carried to approve Amendment No. 1 to Agreement with LAI for production of the San Fernando Menudo Festival; and approve fee waiver request in the amount of \$13,570 for Public Works and Police services for the prior 2006 San Fernando Menudo Festival, by the following vote:

**ROLL CALL**

|          |  |
|----------|--|
| AYES:    | Hernandez, De La Torre, Martinez, Ruelas - 4 |
| NAYES:   | Veres – 1                                    |
| ABSTAIN: | None   |
| ABSENT:  | None   |

**SAN FERNANDO CITY COUNCIL**

**AGENDA – August 6, 2007**

**Page 6**

**CITY COUNCIL ITEMS**

**13) USE OF TRAVEL FUNDS**

Mayor Ruelas presented the staff report and responded to Councilmember questions. By consensus, the motion carried, to approve reimbursement of up to \$500 towards the League of California Cities 2007 National Summit.

**14) DRIVE-BY SHOOTING ON MACLAY AVENUE AND KEWEN STREET – POSSIBLE SOLUTIONS**

Councilmember Hernandez presented the staff report. Police Chief provided a brief summary of events associated with the incident and about information pertaining to public safety.

Motion by Councilmember Veres, seconded by Mayor Pro Tem Martinez to allocated \$10,000 from the General Fund towards a reward for offering information regarding the capture and arrest of the shooting suspect(s). The motion carried, unanimously.

**15) SPEED BUMP RECOMMENDED AT HUNTINGTON STREET (BETWEEN GRIFFITH AND HOLLISTER STREETS)**

Councilmember Hernandez presented the staff report. City staff explained the City's policy regarding the requirement for a petition to be submitted by a resident, obtaining the majority of signatures from residents on the street, to initiate the process of requesting a speed bump. The City Council received and filed the report.

**GENERAL COUNCIL COMMENTS**

Mayor Ruelas had no updates to report.

Councilmember De La Torre had no updates to report.

Councilmember Hernandez spoke in support of the Police Department.

Mayor Pro Tem Martinez spoke about the lack of handicap parking issues at Las Palmas Park.

Councilmember Verdes had no updates to reports.

**STAFF COMMUNICATION**

City Administrator spoke about various businesses looking to move into San Fernando.

**SAN FERNANDO CITY COUNCIL**

**AGENDA – August 6, 2007**

**Page 7**

**RECESS TO CLOSED SESSION**

By consensus, the City Council recessed to Closed Session, thereafter, to adjourn in memory of two residents (names were not disclosed) who lost their lives on July 4, 2007.

**CLOSED SESSION**

**CONFERENCE WITH LEGAL COUNSEL**

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the local agency in the litigation.

Initiation of Litigation:

G.C. 54956.9(c)

Number of Potential Cases: 1

**ADJOURNMENT (10:13 P.M.)**

The meeting was adjourned to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 6, 2007 meeting as approved by the San Fernando City Council at the meeting of November 18, 2024.

---

Julia Fritz  
City Clerk

Note: The current sitting members of the City Council approved the minutes as to form only during the meeting of November 18, 2024, and are not validating the accuracy of the minutes since they were not part of the City Council during that time period.

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**SAN FERNANDO CITY COUNCIL  
AND REDEVELOPMENT AGENCY**

**REGULAR MINUTES**

**NOVEMBER 5, 2007 – 6:00 P.M.**

City Hall Council Chambers  
117 Macneil Street  
San Fernando, California 91340

**CALL TO ORDER/ROLL CALL**

Chair Julie Ruelas called the Redevelopment Agency meeting to order at 6:01 p.m.

**PRESENT:**

Board: Chair Julie Ruelas, Vice Chair Nury Martinez, Members Steven Veres (arrived at 6:03 p.m.), and Dr. José Hernández

Staff: City Administrator José E. Pulido, City Attorney Michael Estrada, and City Clerk Elena G. Chávez

ABSENT: Member Maribel De La Torre

**APPROVAL OF AGENDA**

Motion by Vice Chair Martinez, seconded by Member Hernandez to approve the agenda. The motion carried, with Members Veres and De La Torre absent.

**PUBLIC STATEMENTS**

None

**CONSENT CALENDAR**

Motion by Vice Chair Martinez, seconded by Member Hernandez to approve:

- 1) APPROVAL OF MINUTES OF:
  - a) APRIL 16, 2007 – REGULAR MEETING
  - b) OCTOBER 15, 2007 – REGULAR MEETING
- 2) APPROVAL OF RESOLUTION NO. 981 TO REIMBURSE THE CITY FOR REDEVELOPMENT EXPENSES

The motion carried, with Members Veres and De La Torre absent.

**SAN FERNANDO CITY COUNCIL AND REDEVELOPMENT AGENCY**

**REGULAR MINUTES – November 5, 2007**

**Page 2**

**NEW BUSINESS**

**3) REDEVELOPMENT AGENCY FEASIBILITY ASSESSMENT**

Motion by Vice Chair Martinez, seconded by Member Hernandez to approve award a \$44,900 sole source contract with Seifel Consulting, Inc. to determine the feasibility of amending terms and limits of the Agency's redevelopment project areas, and the possible adoption of new areas; award an \$18,000 sole source contract with Northcross, Hill and Ach to assess the financial implications of amending terms and limits of the Agency's redevelopment project areas, and the possible adoption of new areas; adopt a budget Resolution for \$62,900 to amend the fiscal year 2007-08 Adopted Redevelopment Agency Budget; and authorize the Executive Director to finalize and execute professional service contracts with Seifel Consulting, Inc. and Northcross, Hill and Ach. The motion carried by the following vote:

**ROLL CALL**

|          |                                 |
|----------|---------------------------------|
| AYES:    | Hernandez, Martinez, Ruelas - 3 |
| NAYES:   | Veres - 1                       |
| ABSTAIN: | None                            |
| ABSENT:  | De La Torre - 1                 |

**AGENCY DISCUSSION**                      None

**STAFF COMMUNICATION**                      None

**ADJOURNMENT (6:27 p.m.)**

**CALL TO ORDER/ROLL CALL**

Mayor Julie Ruelas called the City Council meeting to order at 6:28 p.m.

**PRESENT:**

City Council:                      Mayor Julie Ruelas, Mayor Pro Tem Nury Martinez,  
Councilmembers Steven Veres and Dr. José Hernández

Staff:                                  City Administrator José E. Pulido, City Attorney Michael Estrada,  
and City Clerk Elena G. Chávez

ABSENT:                              Councilmember Maribel De La Torre

**SAN FERNANDO CITY COUNCIL AND REDEVELOPMENT AGENCY  
REGULAR MINUTES – November 5, 2007**

**Page 3**

**PLEDGE OF ALLEGIANCE AND INVOCATION**

Mayor Julie Ruelas

**PRESENTATION**

- A) INTRODUCTION OF NEW EMPLOYEES:
  - a) GABRIEL MACIAS, FINANCE OFFICE SPECIALIST
  - b) DEBBIE JO ALMAGER, RECREATION AND COMMUNITY SERVICES OPERATIONS MANAGER
  - c) LINDA MORENO, OFFICE SPECIALIST (CESAR E. CHÁVEZ PARK)
  - d) MELODY MOUSSEAU, OFFICE SPECIALIST (CITY HALL)
  - e) MARIA PADILLA, OFFICE SPECIALIST (LAS PALMAS PARK)
- B) SMALL BUSINESS AWARD: NOVEMBER  
BERTHA ALICIA MUÑIZ - OWNER OF SALON ALICIA'S
- C) WHITE CANE SAFETY DAY – OCTOBER 15, 2007

**APPROVAL OF AGENDA**

Motion by Mayor Pro Tem Martinez, seconded by Mayor Ruelas to approve the agenda. The motion carried, with Councilmember De La Torre absent.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

Rosa Furumoto  
Debra Greenfield  
The Torch Fdn.  
Veronica Camacho  
Carolina Perez  
Patty Lopez  
Gustavo Chavez  
Alberto Ibarra  
Socorro B.

**CONSENT CALENDAR**

Mayor Ruelas pulled Item No. 4 for discussion.

**SAN FERNANDO CITY COUNCIL AND REDEVELOPMENT AGENCY**

**REGULAR MINUTES – November 5, 2007**

**Page 4**

Motion by Mayor Pro Tem Martinez, seconded by Councilmember Veres to approve Item Nos. 1, 2 and 3:

- 1) APPROVAL OF MINUTES OF:
  - a) APRIL 16, 2007 – REGULAR MEETING
  - b) OCTOBER 15, 2007 – REGULAR MEETING
- 2) APPROVAL OF WARRANT REGISTER NO. 07-111
- 3) APPROVAL OF CHILDREN, YOUTH AND FAMILIES ADVISORY COMMITTEE APPLICANTS AND ACCEPTANCE OF LETTER OF RESIGNATION FROM COMMITTEE MEMBER

The motion carried, with Councilmember De La Torre absent.

Motion by Mayor Ruelas, seconded by Councilmember Hernandez to approve:

- 4) RESOLUTION ELECTING STATUTORY PAYMENTS

The motion carried, with Councilmember De La Torre absent.

**PUBLIC HEARING**

- 5) TENTATIVE PARCEL MAP 2007-01 (REGARDING SITE PLAN REVIEW 2007-06): RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 823 NORTH ALEXANDER STREET

Mayor Ruelas opened the public hearing.

City staff provided a presentation and responded to Councilmember questions.

Mayor Ruelas opened public comments. The following spoke in support during public comments of the project and none noted in opposition:

Gustavo Jimenez  
Susana Lopez

The public hearing was closed.

Motion by Councilmember Hernandez, seconded by Councilmember Veres to adopt a Resolution approving a tentative parcel map for a one-lot subdivision to create four residential condominium units in the R-2 (Multiple Family Dwelling) Zone, subject to the recommended conditions of approval. The motion carried, with Councilmember De La Torre absent.

**SAN FERNANDO CITY COUNCIL AND REDEVELOPMENT AGENCY****REGULAR MINUTES – November 5, 2007****Page 5****OLD BUSINESS****6) FISCAL YEAR (FY) 2007-2008 COMMUNITY BASED ORGANIZATION (CBO) PROGRAM FUNDING REQUESTS**

City staff presented a brief report stating that this item was continued from the previous City Council meeting, as Mayor Pro Tem Martinez was absent and unable to provide her distribution of funding details.

Mayor Pro Tem Martinez selected organizations to be funded certain amounts as listed below:

| <u>Organization</u>                                     | <u>Allocation</u> |
|---|-------------------|
| Comision Femenil SFV                                    | 2,000             |
| El Centro De Amistad                                    | 1,000             |
| Fair Housing Council of SFV                             | 1,500             |
| Gridley Street School Library Committee & Parent Center | 500               |
| Heroes of Life  | 1,000             |
| Northeast Valley Health Corporation                     | 1,000             |
| Parent Pioneers   | 1,000             |
| Partners in Care Foundation                             | 500               |
| Pueblo Y Salud, Inc                                     | 2,000             |
| SF Community Hospital dba Mission Community Hospital    | 1,000             |
| San Fernando Mall Association                           | 1,000             |
| San Fernando Museum of Art and history                  | 1,000             |
| Tia Chucha's Centro Cultural Inc                        | 1,000             |
| Valley Family Center                                    | 500               |

Councilmember Hernandez amended his previous allocation towards the Fair Housing Council of San Fernando Valley and Heroes of Life by increasing the original allocation from \$1,000 to \$1,500 each.

**NEW BUSINESS****7) ORDINANCE AMENDING TRAFFIC RESTRICTIONS FOR MACLAY AVENUE**

Motion by Councilmember Veres, seconded by Mayor Pro Tem Martinez to introduce for first reading by title only and waive further reading of "An Ordinance of the City Council of the City of San Fernando Amending Sections 90-941, 90-942, 90-947, 90-952 and 90-953 of the Municipal Code by Changing the Traffic Restrictions on MacLAY Avenue" subject to any other non-substantive revisions deemed necessary by the City Attorney and City staff. The motion carried, with Councilmember De La Torre absent.

**SAN FERNANDO CITY COUNCIL AND REDEVELOPMENT AGENCY**

**REGULAR MINUTES – November 5, 2007**

**Page 6**

**COMMITTEE/COMMISSION LIAISON REPORTS**

**8) METROPOLITAN WATER DISTRICT (MWD)**

Update to the City Council from City Council Liaison appointee Sylvia Ballin.

**9) GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT**

Update to the City Council from City Council Liaison appointee Dr. James Lawson.

**CITY COUNCIL ITEMS**

**10) FORMATION OF YOUTH CENTER AD HOC COMMITTEE**

Mayor Ruelas presented the staff report. Motion by Mayor Ruelas, seconded by Councilmember Hernandez to approve formation of a Youth Center Ad hoc committee and to appoint Mayor Ruelas and Councilmember Hernandez to serve on the committee. The motion carried, with Councilmember De La Torre absent.

**11) RESOLUTION SUPPORTING NISEI (JAPANESE AMERICAN) SOLDIERS WORLD WAR II COMMEMORATIVE STAMP**

Motion by Mayor Ruelas, seconded by Councilmember Hernandez to adopt a resolution supporting NISEI (Japanese American) Soldiers World War II Commemorative Stamp. The motion carried, with Councilmember De La Torre absent.

**GENERAL COUNCIL COMMENTS**

Councilmember Hernandez requested to adjourn the meeting in memory of Aaron Daniels, John Edward Hernandez and Patricia O'Brien Popop.

Mayor Pro Tem Martinez spoke about the Heritage Park Grand opening.

Councilmember Veres noted he attended the Heritage Park Grand opening event and talked about certain park amenities needed and asked staff to schedule a meeting of the Pacoima Wash Ad hoc committee.

Mayor Ruelas spoke about public safety, requested a proclamation be prepared for the upcoming City Council meeting recognizing National Family Week and questioned the status of the lights on Maclay Street.



**SAN FERNANDO CITY COUNCIL AND REDEVELOPMENT AGENCY**

**REGULAR MINUTES – November 5, 2007**

**Page 7**

**STAFF COMMUNICATION**

City staff talked about preparations regarding the upcoming Holiday Parade.

**RECESSED TO CLOSED SESSION (8:47 P.M.)**

By consensus, the City Council recessed to Closed Session, thereafter, to adjourn in memory of Aaron Daniels, John Edward Hernandez and Patricia O'Brien Popop.

It was noted that Councilmember Maribel De La Torre arrived at 8:50 p.m. directly into Closed Session.

- A) PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(G.C. 54957)

Title: City Administrator

- B) CONFERENCE WITH LEGAL COUNSEL  
Existing Litigation:  
G.C. 54956.9(a)

Name of Case: San Fernando Station LLC v. City of San Fernando, Councilmember Dr. José Hernández, and Mayor Julie Ruelas, Case No. BS 097994.

The City Attorney had no action to report from Closed Session.

**ADJOURNMENT (10:03 P.M.)**

The City Council adjourned the meeting to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 6, 2007 meeting as approved by the San Fernando City Council at the meeting of November 18, 2024.

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Julia Fritz  
City Clerk

Note: The current sitting members of the City Council approved the minutes as to form only during the meeting of November 18, 2024, and are not validating the accuracy of the minutes since they were not part of the City Council during that time period.

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**SAN FERNANDO CITY COUNCIL AND REDEVELOPMENT AGENCY  
MINUTES**

**MARCH 7, 2011 – 6:00 P.M.  
REGULAR MEETING**

City Hall Council Chambers  
117 Macneil Street  
San Fernando, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Mario F. Hernández called the meeting to order at 6:04 p.m.

Present:

Council: Mayor Mario F. Hernández, Mayor Pro Tem Brenda Esqueda  
(arrived at 6:05 p.m.), Councilmembers Ernesto Rubio Hernández,  
and Maribel De La Torre

Staff: Interim City Administrator Al Hernández, City Attorney Michael  
Estrada, and City Clerk Elena G. Chávez

Absent: Councilmember Steven Veres

**PLEDGE OF ALLEGIANCE** Mayor M. Hernández

**PRESENTATIONS**

- A) INTRODUCTION OF NEW EMPLOYEES
- B) PRESENTATION BY GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD  
PRESIDENT OWEN NEWCOMER
- C) DENTAL ASSISTANT RECOGNITION WEEK (MARCH 6-12)

**APPROVAL OF AGENDA**

Motion by Councilmember De La Torre, seconded by Councilmember E. Hernández, to approve the agenda as amended. By consensus, the motion carried.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

John Blue talked about recent local news articles.

**SAN FERNANDO CITY COUNCIL AND REDEVELOPMENT AGENCY**

**MINUTES – March 7, 2011**

**Page 2**

Veronica Martinez spoke of concerns regarding stop signs.

Elliot J. Fernley commented on excessive traffic tickets given by the police.

(Name not legible) spoke about traffic safety.

Margie Carranza spoke about receiving a parking ticket.

**CONSENT CALENDAR**

Motion by Councilmember E. Hernández, seconded by Councilmember De La Torre, to approve the following Consent Calendar items.

- 1) APPROVAL OF MINUTES OF FEBRUARY 22, 2011 – REGULAR MEETING
- 2) APPROVAL OF WARRANT REGISTER NO. 11-031
- 3) RESOLUTION AUTHORIZING APPLICATION TO STATE FOR CERTIFIED LOCAL GOVERNMENT STATUS
- 4) FISCAL YEAR 2011-2012 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER'S REPORT
- 5) ON-LINE CREDIT CARD PAYMENTS AND DEBIT CARD PAYMENTS AT THE FINANCE COUNTER FOR UTILITY PAYMENT PROCESSING
- 6) RATIFY THE CONTRACT SERVICES AGREEMENT FOR SPECIAL COUNSEL SERVICES WITH ALESHIRE & WYNDER, LLP AND APPROVE AN AMENDMENT

By consensus, the motion carried.

Mayor Mario F. Hernández called the Redevelopment Agency portion of the meeting to order at 6:39 p.m. with all Members present.

**APPROVAL OF AGENDA**

Motion by Member E. Hernández, seconded by Member De La Torre, to approve the agenda. By consensus, the motion carried.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**SAN FERNANDO CITY COUNCIL AND REDEVELOPMENT AGENCY**

**MINUTES – March 7, 2011**

**Page 3**

**CONSENT CALENDAR**

Motion by Member De La Torre, seconded by Member E. Hernández, to approve the following Consent Calendar items:

- 1) APPROVAL OF MINUTES OF FEBRUARY 22, 2011 – REGULAR MEETING
- 2) APPROVAL OF RESOLUTION NO. 1095 TO REIMBURSE THE CITY FOR REDEVELOPMENT EXPENSES
- 3) RATIFY THE CONTRACT SERVICES AGREEMENT FOR SPECIAL COUNSEL SERVICES WITH ALESHIRE & WYNDER, LLP AND APPROVE AN AMENDMENT

By consensus, the motion carried.

**PUBLIC HEARING**

- 4) FIVE-YEAR IMPLEMENTATION PLAN FOR FISCAL YEARS (FY) 2010/11-2014/15 AND AFFORDABLE HOUSING STRATEGY

The public hearing was opened at 7:00 p.m. There were no public comments, and the public hearing was closed at 7:03 p.m.

Motion by Member E. Hernandez, seconded by Member De La Torre, to adopt a Resolution approving the Implementation Plan and associated Affordable Housing Strategy; and adopt a Resolution aggregating production of new or substantially rehabilitated dwelling units within all project areas. By Consensus, the motion carried.

- 5) JOINT PUBLIC HEARING WITH REDEVELOPMENT AGENCY REGARDING THE PROPOSED AFFORDABLE HOUSING PROJECT BY LOS ANGELES HOUSING PARTNERSHIP, INC. (1422 SAN FERNANDO ROAD AND 551 KALISHER)

The public hearing was opened at 7:00 p.m. There were no public comments, and the public hearing was closed at 7:03 p.m.

Motion by Member E. Hernandez, seconded by Member De La Torre, to adopt a Resolution approving the Implementation Plan and associated Affordable Housing Strategy; and adopt a Resolution aggregating production of new or substantially rehabilitated dwelling units within all project areas. By consensus, the motion carried.

- 6) JOINT PUBLIC HEARING WITH CITY COUNCIL REGARDING THE PROPOSED AFFORDABLE HOUSING PROJECT BY LOS ANGELES HOUSING PARTNERSHIP, INC. (1422 SAN FERNANDO ROAD AND 551 KALISHER)

**SAN FERNANDO CITY COUNCIL AND REDEVELOPMENT AGENCY**

**MINUTES – March 7, 2011**

**Page 4**

The public hearing was opened at 7:21 p.m. There were no public comments, and the public hearing was closed at Closed 7:43 p.m.

Motion by Member Ernesto Hernández to adopt a Resolution titled, “A Resolution of the Redevelopment Agency of the City of San Fernando Authorizing the Payment of Eight Hundred Forty Thousand Dollars to the City of San Fernando to Increase Affordable Housing Pursuant to Health and Safety Code Section 33334.2 and approving the Transfer of its Right, Title and Interest in and to Certain Real Property to the City of San Fernando, in Support of the Affordable Housing Project at 1422 San Fernando Road”. The motion failed due to lack of a second motion.

Motion by Member Ernesto Hernández, seconded by Chair Mario Hernández to adjourn the item to a Special Meeting on March 9, 2011, and directed staff to bring back additional information regarding the development. The motion carried, with the following vote:

**ROLL CALL**

|          |   |
|----------|---|
| AYES:    | Esqueda, E. Hernández, M. Hernández - 3 |
| NAYES:   | None                                    |
| ABSTAIN: | De La Torre - 1                         |
| ABSENT:  | Veres - 1                               |

**NEW BUSINESS**

- 7) TRANSFER OF CERTAIN REAL PROPERTY FROM THE REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO TO THE CITY OF SAN FERNANDO

City staff presented the staff report and responded to questions.

Motion by Member De La Torre, seconded by E. Hernández to adopt a Resolution titled, “A Resolution of the Redevelopment Agency of the City of San Fernando Approving the Transfer of its Right, Title and Interest in and to Certain Real Property to the City of San Fernando.” By consensus, the motion carried.

- 8) TRANSFER OF 1320 SAN FERNANDO ROAD FROM THE REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO TO THE CITY OF SAN FERNANDO

Motion by Member E. Hernández, seconded by Member De La Torre to adopt a Resolution titled, “A Resolution of the San Fernando Redevelopment Agency Approving a Delegation and Conveyance Agreement Between the Agency and City of San Fernando.” By consensus, the motion carried.



**SAN FERNANDO CITY COUNCIL AND REDEVELOPMENT AGENCY**

**MINUTES – March 7, 2011**

**Page 5**

The Redevelopment Agency adjourned the meeting at 7:51 p.m. to the City Council portion of the meeting.

**CONTINUED BUSINESS**

**9) GRAFFITI ABATEMENT PROGRAM UPDATE**

City staff presented the staff report and responded to Councilmember questions.

The City Council received and filed the report.

**STANDING COMMITTEE UPDATES**

- No. 1 Budget, Personnel and Finance (BPF)
- No. 2 Housing, Community & Economic Development and Parking (HCEP)
- No. 3 Natural Resources, Infrastructure, Water, Energy and Waste Management (NRIW)
- No. 4 Public Safety, Veteran Affairs, Technology and Transportation (PVTT)
- No. 5 Education, Parks, Arts, Health and Aging (EPAH)

There were no updates to report.

**GENERAL COUNCIL COMMENTS**      None

**STAFF COMMUNICATION**

City staff commented on the city's leased property located at 519 S. Brand Boulevard.

Mayor M. Hernández reopened the Public Hearing at 8:12 p.m. for the following item that was continued from the February 22, 2011, City Council meeting:

**10) AWARD OF CONTRACT FOR WATER TRANSMISSION LINE COMPONENT OF NITRATE REMOVAL PROJECT**

Public Works Director Ruiz presented the staff report.

Mayor M. Hernández called for public testimony. There being no comments, he closed the public hearing.

Motion by Councilmember E. Hernández, seconded by Councilmember De La Torre, to accept the lowest responsive bid in the amount of \$255,740 from J.A. Salazar

**SAN FERNANDO CITY COUNCIL AND REDEVELOPMENT AGENCY**

**MINUTES – March 7, 2011**

**Page 6**

Construction and Supply Corp. for construction of a water transmission line; authorize the City Administrator to execute a Construction Contract with J.A. Salazar Construction and Supply Corp. to implement the water transmission line component of the project; authorize the City Administrator to approve a contingency amount for the water transmission line component of the project not to exceed 15% of contract amount; and authorize the Public Works Director to further discuss lease option costs to the City for the procurement of a centralized ion-exchange nitrate treatment plant with Envirogen Technologies, Inc. and with ACWA, and make a final recommendation to the City Council at a future regular meeting regarding a qualified responsive proposer, the terms of a lease agreement with the qualified responsive proposer and the cost of the procurement to the City, and reject all other proposals. By consensus, the motion carried.

**ADJOURNMENT (8:44 P.M.)**

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 7, 2011, meeting as approved by the San Fernando City Council.

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Julia Fritz  
City Clerk

Note: The current sitting members of the City Council approved the minutes as to form only during the meeting of November 18, 2024, and are not validating the accuracy of the minutes since they were not part of the City Council during that time period.

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**SAN FERNANDO REDEVELOPMENT AGENCY  
MINUTES**

**March 9, 2011 – 6:00 PM  
ADJOURNED SPECIAL MEETING**

City Hall Council Chambers  
117 Macneil Street  
San Fernando, CA 91340

**CALL TO ORDER/ROLL CALL**

Chair Mario F. Hernández called the meeting to order at 6:15 p.m.

Present:

Agency: Chair Mario F. Hernández, Vice-Chair Brenda Esqueda, Members  
Ernesto Rubio Hernández, and Maribel De La Torre

Staff: Interim Executive Director Al Hernández, Agency Counsel Michael  
Estrada, and Secretary Elena G. Chávez

Absent: Member Steven Veres

**APPROVAL OF AGENDA**

Motion by Member E. Hernández, seconded by Member De La Torre, to approve the agenda.  
By consensus, the motion carried.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

John Blue spoke about development activities in the city.

**CONTINUED BUSINESS**

DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN FERNANDO AND  
LOS ANGELES HOUSING PARTNERSHIP TO DEVELOP AN AFFORDABLE HOUSING PROJECT AT  
1422 SAN FERNANDO ROAD AND 551 KALISHER STREET

Community Development Director Paul Deibel and City Planner Fred Ramirez presented the  
staff report and responded to questions.

**SAN FERNANDO REDEVELOPMENT AGENCY**  
**ADJOURNED REGULAR MEETING MINUTES – March 9, 2011**  
**Page 2**

Motion by Member E. Hernández, seconded by Member De La Torre to adopt a Resolution of the San Fernando Redevelopment Agency authorizing the payment of \$840,000 to the City of San Fernando increase affordable housing pursuant to California Health and Safety Code Section 33334.2 and approving the transfer of its right, title and interest in and to certain real property to the City, in support of the affordable housing project at 1422 San Fernando Road. By consensus, the motion carried.

**ADJOURNMENT (7:00 P.M.)**

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 9, 2011 adjourned special meeting as approved by the San Fernando Redevelopment Agency.

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Julia Fritz  
Secretary

Note: The current sitting members of the City Council approved the minutes as to form only during the meeting of November 18, 2024, and are not validating the accuracy of the minutes since they were not part of the City Council during that time period.

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**SEPTEMBER 17, 2012 – 6:00 P.M.  
REGULAR MEETING**

City Hall Council Chambers  
117 Macneil Street  
San Fernando, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Brenda Esqueda called the meeting to order at 6:10 p.m.

Present:

Council: Mayor Brenda Esqueda, Mayor Pro Tem Antonio Lopez, and Councilmembers Maribel De La Torre, and Sylvia Ballin

Staff: City Administrator Al Hernández, City Attorney Maribel S. Medina, and City Clerk Elena G. Chávez

Absent: (Vacant)

**PLEDGE OF ALLEGIANCE**

Mayor Esqueda

**PRESENTATION**

- A) PRESENTATION BY NUEVA ESPERANZA SCHOOL – ACADEMIC SCORES
- B) EAST SAN FERNANDO TRANSIT CORRIDOR PROJECT – UPDATE BY METRO

**APPROVAL OF AGENDA**

Motion by Councilmember Ballin, seconded by Mayor Pro Tem Lopez, to approve the agenda and move up Item No. 9 to after the Consent Calendar. By consensus, the motion carried.

**SAN FERNANDO CITY COUNCIL  
MINUTES – September 17, 2012  
Page 2**

**PUBLIC STATEMENTS – WRITTEN/ORAL**

The following individuals spoke in support of continuing youth sports programming:

Danny Dunn  
Leticia Cervantes  
Renato Lira  
Rolando Hernández  
Christina Gutierrez  
Tony Lopez  
Carolina Perez  
John Perez  
Tom Hernández  
Jose Montelongo

Director of Recreation and Community Services clarified that the youth sports programs would continue to be offered.

James Pledger, General Manager for Republic Services, spoke in support of Agenda Item No. 4.

The following individuals spoke in opposition to employees being laid off:

John Arroyo  
Danny Cortez  
Ruben  
Ms. Martin  
Jordan Gil

Patty Lopez spoke regarding the budget cuts, saving essential city staff and youth programming.

Edward Cortez spoke about the city finances and supports continuing youth programming.

**CONSENT CALENDAR**

Motion by Councilmember Ballin, seconded by Mayor Pro Tem Lopez, to approve:

- 1) APPROVAL OF WARRANT REGISTER NO. 12-092
- 2) APPROVAL OF A TWO-YEAR EXTENSION OF BOTH MEMORANDUMS OF UNDERSTANDING (MOUs) BETWEEN THE CITY AND THE SAN FERNANDO MANAGEMENT GROUP (SFMG) AND THE SAN FERNANDO POLICE CIVILIAN ASSOCIATION (SFPCA) AND APPROVAL OF SIDE LETTERS

**SAN FERNANDO CITY COUNCIL  
MINUTES – September 17, 2012  
Page 3**

3) NOTICE OF COMPLETION – SITE PREPARATION 12900 DRONFIELD AVENUE, PHASE 1A  
(NITRATE PROJECT)

By consensus, the motion carried.

**CITY COUNCIL ITEMS**

4) REFUSE CONTRACT UPDATE

City Administrator Hernández presented updates and responded to Councilmember questions.

City Staff reported that they had a meeting with Crown Disposal, the City's refuse contractor, and discussed contract negotiation points; talked about how to increase revenue through the Pavement Impact Fund on the current agreement and talked about certain clarifying amendments to the contract related to residential billings and rate increases.

Mayor Esqueda questioned the refuse contract extension.

City staff reminded the City Council that, at the July 2, 2012, City Council meeting, the following motion and direction were provided to staff regarding the Crown Disposal contract: *Motion by Councilmember De La Torre, seconded by Councilmember Ballin, to adopt a Resolution approving the Final FY 2012-13 City Budget, including the modification suggested by Councilmember Ballin to re-negotiate a one-year extension agreement with Crown Disposal. By consensus, the motion carried.*

City Attorney confirmed that to overturn the July 2, 2012 City Council direction, the Council would need to vote on a new motion that must be approved by at least three Councilmembers to formally rescind or amend the previous direction to staff in order to ensure that the change is supported by a majority and follows procedural requirements.

It was noted that City staff will continue to negotiate terms and conditions with Crown Disposal on a one-year contract extension amendment to be effective February 2013 through February 2014 as per City Council's direction at the July 2, 2012 meeting; noted the expired contract would continue to renew on a month-to-month basis until the contract amendment terms are finalized and approved by the City Council at a future meeting. The City Council received and filed the update report.

**STANDING COMMITTEE UPDATES**

- No. 1 Budget, Personnel and Finance (BPF)
- No. 2 Housing, Community & Economic Development and Parking (HCEP)

**SAN FERNANDO CITY COUNCIL  
MINUTES – September 17, 2012  
Page 4**

- No. 3 Natural Resources, Infrastructure, Water, Energy and Waste Management (NRIW)
- No. 4 Public Safety, Veteran Affairs, Technology and Transportation (PVTT)
- No. 5 Education, Parks, Arts, Health and Aging (EPAH)

City Councilmembers provided informational updates.

**GENERAL COUNCIL COMMENTS**

Councilmember De La Torre recommended that a meeting be held with local school Principals regarding student Academic Performance Index scores.

Mayor Esqueda commented on attending the State Farm event.

Councilmember Ballin noted she attended the San Fernando Library's 100th anniversary celebration event.

**STAFF COMMUNICATION**

City Administrator Hernández mentioned the City's auditors are scheduled next week to perform the annual city financial audit.

Director of Recreation and Community Services reported on Park programming activities including the launch of the Recreation and Community Services official City website.

**RECESS TO CLOSED SESSION (8:16 P.M.)**

By consensus, Councilmembers recessed to Closed Session, thereafter, to adjourn.

- A) CONFERENCE WITH LABOR NEGOTIATOR  
G.C. 54957.6

City Negotiator: City Administrator Al Hernandez

Employee Organizations: San Fernando Management Group (SEIU, Local 721)  
San Fernando Public Employees' Association (SEIU, Local 721)  
San Fernando Police Officers Association  
San Fernando Police Officers Association Police Management Unit

**SAN FERNANDO CITY COUNCIL  
MINUTES – September 17, 2012  
Page 5**

San Fernando Police Civilian Association (SEIU, Local 721)  
San Fernando Part-time Employees' Bargaining Unit (SEIU,  
Local 721)

**B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
G.C. 54957**

Title: City Attorney

The City Attorney noted there was no reportable action as a result of the Closed Session meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of September 17, 2012 meeting as approved by the San Fernando City Council.

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Julia Fritz  
City Clerk

Note: The current sitting members of the City Council approved the minutes as to form only during the meeting of November 18, 2024, and are not validating the accuracy of the minutes since they were not part of the City Council during that time period.

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**CITY OF SAN FERNANDO  
CITY COUNCIL**

**MINUTES  
SPECIAL MEETING – 6:00 P.M.  
TUESDAY, MAY 28, 2024**

**CITY HALL COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CALIFORNIA 91340**

**CALL TO ORDER/ROLL CALL**

Mayor Celeste T. Rodriguez called the Special Meeting to order at 6:01 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo, and Victoria Garcia (arrived at 6:02 p.m)

Staff: City Manager Nick Kimball, Deputy City Manager/Economic Development Kanika Kith, Police Chief Fabian Valdez, Director of Finance Erica Melton, Director of Community Development Erika Ramirez, Director of Public Works Wendell Johnson, Director of Recreation and Community Services Julio Salcedo and City Clerk Julia Fritz

Absent: Councilmember Mary Solorio

**TELECONFERENCING REQUESTS/DISCLOSURE** None

**PLEDGE OF ALLEGIANCE**

Led by City Clerk Julia Fritz

**APPROVAL OF AGENDA**

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve the agenda. The motion carried, with Councilmembers Solorio and Garcia absent.

It was noted that Councilmember Victoria Garcia arrived in the meeting at 6:02 p.m.

**PUBLIC STATEMENTS**

Miguel Montañez spoke about concerns associated with public safety.

**SAN FERNANDO CITY COUNCIL  
MINUTES –Special Meeting May 28, 2024**

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**ADMINISTRATIVE REPORTS**

1) FISCAL YEAR 2024-2025 BUDGET STUDY SESSION NO. 3

Staff presented the Public Works Department proposed budget.

Councilmembers discussed the proposed department budget, enhancement requests (Attachment “A”), and suggested recommendations to staff to include in Budget Study Session No. 4.

2) DISCUSSION AND CONSIDERATION REGARDING UPDATES ON AMERICAN RESCUE PLAN ACT FUNDING

By consensus, the City Council continued this item to the next regular meeting of June 3, 2024.

**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

City Manager Kimball mentioned the City will be raising the Pride Flag on June 1, 2024, at 10:00 a.m. in honor of Pride Month.

It was noted that Councilmember Fajardo left the meeting at 9:27 p.m.

**GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES**

Councilmember Garcia expressed thanks to City staff for their work.

Vice Mayor Mendoza commended the Police Department for their work regarding the handling of a situation this past Saturday and expressed thanks to neighboring Police Departments for their assistance.

Mayor Rodriguez echoed Vice Mayor Mendoza’s sentiments.

**ADJOURNMENT (9:42 p.m.)**

Mayor Rodriguez adjourned the meeting to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the May 28, 2024, Special meeting and approved by the San Fernando City Council on November 18, 2024.

---

Julia Fritz, CMC  
City Clerk

**CITY OF SAN FERNANDO**  
**SUMMARY OF ENHANCEMENT REQUESTS**  
**FISCAL YEAR 2024-2025**

**ATTACHMENT "A"**

|                         |   | DEPT REQ | CITY MANAGER RECOMMENDED |          |         |   |
|-------------------------|---|----------|--------------------------|----------|---------|---|
| DEPT                    | DESCRIPTION   | AMOUNT   | ONGOING                  | ONE-TIME | TOTAL   | NOTES   |
| <b>GENERAL FUND</b>     |   |          |                          |          |         |   |
| City Manager's Office   | BCRC Self-Help Kiosk  | 1,000    | -                        | -        | -       | Included in Marketing Supplies Enhancement  |
| City Manager's Office   | Marketing Materials ( <i>e.g. Pop-up banner, Portable Podium &amp; PA System, Branded Giveaways, Table Cloths, etc.</i> ) | 1,000    | -                        | 2,000    | 2,000   | Includes Kiosk - community engagement framework   |
| City Manager's Office   | New Work Stations in CMO  | 3,500    | -                        | -        | -       | Future Year Consideration   |
| City Manager's Office   | Upgrade Technology in Community Room and Conference Rooms A and C   | 3,000    | -                        | -        | -       | Utilize existing budget ( <i>e.g. departmental supplies, etc.</i> )                           |
| City Manager's Office   | New Position: Administrative Assistant for Economic Development/BCRC  | 100,000  | -                        | -        | -       | Future Year Consideration   |
| City Clerk              | Update the 2001 Records Retention and Management Schedule   | 8,500    | -                        | 8,500    | 8,500   | For legal compliance purposes   |
| City Clerk              | Annual Ongoing Subscription to Maintain Updated Records Retention and Management Schedule                                 | 450      | -                        | -        | -       | Not needed for FY2024/25; to be included in FY 2025/26 Budget                                 |
| City Clerk              | Elections Expenses - LA County  | 60,000   | -                        | 60,000   | 60,000  | Regular consolidated election   |
| Community Development   | New Position: Deputy CD Director/Planning Manager   | 211,400  | 211,400                  | -        | 211,400 | To assist with department succession planning   |
| Community Development   | Contract Services: Deputy Building Official/Inspector   | 116,304  | -                        | 100,000  | 100,000 | Includes Supplemental Community Development Services ( <i>e.g. building, planning, etc.</i> ) |
| Community Development   | Contract Services: Mixed Use Overlay & Objective Design Standards   | 150,000  | -                        | -        | -       | Extension being requested due to SCAG and REAP Grant Funds On-hold                            |
| Community Development   | Contract Services: ADU Ord Update/Prototypes/Program  | 80,000   | -                        | -        | -       | Includes Supplemental Community Development Services Enhancement                              |
| Community Development   | Contract Services: Residential Landscape Ordinance  | 45,000   | -                        | -        | -       | Includes Supplemental Community Development Services Enhancement                              |
| Community Development   | Post Card Mailing Residential Properties- Citywide  | 3,463    | 3,500                    | -        | 3,500   | To support beautification program/community engagement framework                              |
| Community Development   | Special Assignment Pay for Lead Community Preservation Officer (5%)   | 4,000    | -                        | -        | -       | To be reviewed through SFPICA negotiations  |
| Community Development   | New Vehicle - Hybrid Corolla  | 25,935   | -                        | -        | -       | To be reviewed as part of Fleet Analysis  |
| Administrative Services | IT Managed Services Provider (MSP) Replacement  | 25,000   | 25,000                   | -        | 25,000  | Replacement required due to system retirement   |
| Administrative Services | Financial System Replacement ( <i>Implementation</i> )  | 150,000  | -                        | 100,000  | 100,000 | Replacement required due to system retirement   |

**CITY OF SAN FERNANDO**  
**SUMMARY OF ENHANCEMENT REQUESTS**  
**FISCAL YEAR 2024-2025**

|                         |   | DEPT REQ | CITY MANAGER RECOMMENDED |          |        |   |
|-------------------------|---|----------|--------------------------|----------|--------|---|
| DEPT                    | DESCRIPTION   | AMOUNT   | ONGOING                  | ONE-TIME | TOTAL  | NOTES   |
| Administrative Services | Financial System Replacement <i>(Annual Subscription)</i>   | 90,000   | 40,000                   | -        | 40,000 | Replacement required due to system retirement   |
| Administrative Services | Citywide PC Replacement Program (Year 2)  | 35,000   | -                        | 25,000   | 25,000 | To complete Citywide hardware replacement for technology updates  |
| Administrative Services | City Applicant Tracking Software (NEO-GOV)  | 12,100   | -                        | -        | -      | Continue advertising jobs through current NEO-GOV subscription & create fillable application in new website |
| Administrative Services | HR Professional Development <i>(e.g. HR Staff Certification, Citywide Harassment Training, Citywide CPR Training, etc.)</i> | 9,250    | -                        | -        | -      | Utilize existing budget <i>(e.g. professional/contractual services)</i>                                     |
| Administrative Services | Tuition Reimbursement   | 4,500    | -                        | 4,500    | 4,500  | Staffing development pending proper form submittal  |
| Administrative Services | Professional Development - IT Certification   | 3,750    | -                        | -        | -      | Utilize existing budget <i>(e.g. professional/contractual services)</i>                                     |
| Administrative Services | HR Staff to attend continuing professional education and conferences  | 7,500    | 5,000                    | -        | 5,000  | Staffing development pending proper form submittal  |
| Administrative Services | Additional cost for pre-employment medicals and DOJ   | 2,000    | -                        | -        | -      | Utilize existing budget <i>(e.g. professional/contractual services)</i>                                     |
| Administrative Services | Finance Manager Position Reclassification   | 15,000   | -                        | -        | -      | Future Year Consideration. Continue succession planning discussion.   |
| Administrative Services | Reclass Personnel Office Clerk to PT Admin Asst.  | 5,000    | 5,000                    | -        | 5,000  | To assist with department succession planning   |
| Administrative Services | Additional office supplies  | 1,200    | -                        | -        | -      | Utilize existing budget <i>(e.g. departmental supplies, advertising, etc.)</i>                              |
| Administrative Services | M365 Commercial to Government Migration - Licensing   | 120,968  | -                        | -        | -      | Future Year Consideration for Phased IT Upgrade approach  |
| Administrative Services | M365 Commercial to Government Migration - Professional Services   | 56,080   | -                        | -        | -      | Future Year Consideration for Phased IT Upgrade approach  |
| Administrative Services | M365 Commercial to Government Migration - Backups   | 3,923    | -                        | -        | -      | Future Year Consideration for Phased IT Upgrade approach  |
| Administrative Services | Position Reclassification: Personnel Tech to Human Resources Tech II  | 4,642    | -                        | -        | -      | Approve Position Title Change Only  |
| Administrative Services | Position Reclassification: Personnel Assistant to Human Resources Assistant   | 6,714    | -                        | -        | -      | Approve Position Title Change Only  |
| Administrative Services | New Position: Management Analyst for Risk Management  | 149,000  | -                        | -        | -      | Future Year Consideration. Continue succession planning discussion.   |
| Administrative Services | Desktop scanners and printer for staff  | 1,000    | -                        | -        | -      | Utilize existing budget <i>(e.g. departmental supplies)</i>   |

**CITY OF SAN FERNANDO**  
**SUMMARY OF ENHANCEMENT REQUESTS**  
**FISCAL YEAR 2024-2025**

|                   |  | DEPT REQ | CITY MANAGER RECOMMENDED |          |        |   |
|-------------------|--|----------|--------------------------|----------|--------|---|
| DEPT              | DESCRIPTION  | AMOUNT   | ONGOING                  | ONE-TIME | TOTAL  | NOTES   |
| Police Department | New Position: Police Records Specialist                | 120,000  | -                        | -        | -      | Future Year Consideration. Consider leveraging technology solutions initially.                        |
| Police Department | 4x Handheld Ticket Writer                              | 30,000   | 30,000                   | -        | 30,000 | Leveraging technology to increase efficiency and may generate additional revenue                      |
| Police Department | Position Reclassification: Police Corporal Program (5) | 40,000   | 40,000                   | -        | 40,000 | To assist with department succession planning   |
| Police Department | Electric Traffic Enforcement Vehicle & Outfitting      | 100,000  | -                        | -        | -      | To be reviewed as part of Fleet Analysis  |
| Police Department | E-Subpoena (year 1)                                    | 11,320   | 4,000                    | 7,320    | 11,320 | Leverage technology to increase efficiency  |
| Police Department | Background Investigations (10)                         | 15,000   | -                        | 15,000   | 15,000 | One-time for increased recruitment efforts ( <i>e.g. investigations, polygraph, psych, uniforms</i> ) |
| Police Department | Polygraphs (10)  | 2,500    | -                        | -        | -      | See increased background appropriation  |
| Police Department | Psychological Evaluations (10)                         | 4,500    | -                        | -        | -      | See increased background appropriation  |
| Police Department | Uniforms of New Officers                               | 7,000    | -                        | -        | -      | See increased background appropriation  |
| Police Department | POST Training for New Officers                         | 20,000   | -                        | 20,000   | 20,000 | One-time for increased recruitment efforts  |
| Police Department | POST ICI Training for New Detectives                   | 2,800    | -                        | -        | -      | See increased training appropriation  |
| Police Department | Ammunition Cost Increase                               | 15,000   | -                        | 10,000   | 10,000 | Includes all ammunition and supplies  |
| Police Department | 40mm Less Lethal Launcher (2)                          | 4,000    | -                        | -        | -      | See ammunition/supplies enhancement   |
| Police Department | Promotional Materials                                  | 2,000    | -                        | -        | -      | Utilize existing budget ( <i>e.g. departmental supplies</i> )   |
| Police Department | Office Furniture/Cubicle Replacement                   | 60,000   | -                        | -        | -      | Review Facility Assessment for Citywide priority ranking and future consideration                     |
| Police Department | Facility Upgrade/Paint Refresh                         | 30,000   | -                        | -        | -      | Review Facility Assessment for Citywide priority ranking and future consideration                     |
| Police Department | Scheduling Software                                    | 5,600    | -                        | -        | -      | Pending Financial System implementation   |
| Police Department | Tuition Reimbursement                                  | 32,000   | -                        | 32,000   | 32,000 | Staffing development pending proper form submittal  |

**CITY OF SAN FERNANDO**  
**SUMMARY OF ENHANCEMENT REQUESTS**  
**FISCAL YEAR 2024-2025**

|                          |   | DEPT REQ | CITY MANAGER RECOMMENDED |          |        |  |
|--------------------------|---|----------|--------------------------|----------|--------|--|
| DEPT                     | DESCRIPTION   | AMOUNT   | ONGOING                  | ONE-TIME | TOTAL  | NOTES  |
| Police Department        | Overtime  | 57,000   | -                        | -        | -      | Future consideration after full-staffing is achieved   |
| Recreation & Comm. Svcs. | Position Reclassification: 1-PT Clerk to 1-FT Clerk @ Rec Park  | 60,000   | -                        | -        | -      | Use existing staff resources ( <i>e.g. Management Intern, etc.</i> )   |
| Recreation & Comm. Svcs. | New Position: Create Afterschool Teen Program @ Rec Park (1 - Recreation Leader II and 2- Recreation Leaders I) | 54,750   | -                        | -        | -      | Discuss with City Council during Budget Study Sessions   |
| Recreation & Comm. Svcs. | Create new Afterschool Teen Program at Recreation Park (materials and supplies)                                 | 8,000    | -                        | -        | -      | Discuss with City Council during Budget Study Sessions   |
| Recreation & Comm. Svcs. | Fully fund All Citywide Special Events  | 86,320   | 50,000                   | -        | 50,000 | Overall event costs currently \$169,782. Review for base costs with fundraising to assist covering additional needs. |
| Recreation & Comm. Svcs. | Addition of a Workstation at Las Palmas for Part-time use   | 1,500    | -                        | -        | -      | Repurpose existing resources and review need through PC Replacement Program  |
| Recreation & Comm. Svcs. | CPRS Membership & Conference (2-RCS Staff Members)  | 3,210    | 3,000                    | -        | 3,000  | To support professional development  |
| Recreation & Comm. Svcs. | BCRC operations and programs supplies   | 12,500   | 3,000                    | -        | 3,000  | Recommended in Economic Development Division - Social Services Project Code (BCRC)                                   |
| Recreation & Comm. Svcs. | Ice machine for Recreation Park   | 2,500    | -                        | 2,500    | 2,500  | For Community purposes for events and programs use as well as in interim pending HVAC upgrade                        |
| Recreation & Comm. Svcs. | Las Palmas Staff Professional Development ( <i>e.g. senior forums and wilderness trainings</i> )                | 1,430    | 1,000                    | -        | 1,000  | Staffing development pending proper form submittal   |
| Recreation & Comm. Svcs. | Contract services for senior fest, family hikes, transportation - Ongoing                                       | 4,200    | -                        | -        | -      | Activities should be grant/fee supported; Review Prop A allocation for transportation                                |
| Recreation & Comm. Svcs. | Cover event supply expenses that were supported by the event support acct                                       | 2,500    | -                        | -        | -      | Consider as part of overall event funding  |
| Recreation & Comm. Svcs. | Las Palmas and Resource Center Staff Adobe Acrobat Subscription   | 864      | -                        | -        | -      | Utilize existing budget ( <i>e.g. IT, subscriptions</i> )  |
| Public Works             | Citywide Signage Updates ( <i>e.g. Parking, Sweeping, Speed Limits, etc.</i> )                                  | 50,000   | -                        | 37,500   | 37,500 | Commercial Corridor Street Signs with 6 month timeline; additional funding recommended using Traffic Safety Fund     |
| Public Works             | Position Reclassification: Convert 2-PT Maintenance Workers to 1-FT (Graffiti)                                  | 40,000   | 40,000                   | -        | 40,000 | To place emphasis on Graffiti maintenance efforts and will assist with position recruitment and retention            |
| Public Works             | Position Reclassification: Convert 2-PT Maintenance Workers to 1-FT (Trees)                                     | 40,000   | 40,000                   | -        | 40,000 | To place emphasis on Tree maintenance efforts and will assist with position recruitment and retention                |
| Public Works             | Pothole Patching Trailer/Vehicle  | 145,000  | -                        | -        | -      | Focus on continuing residential paving program. Reconsider after pavement management plan update.                    |
| Public Works             | Grappler Truck ( <i>for bulky item pick up</i> )  | 145,000  | -                        | -        | -      | To be reviewed as part of Fleet Analysis   |

**CITY OF SAN FERNANDO**  
**SUMMARY OF ENHANCEMENT REQUESTS**  
**FISCAL YEAR 2024-2025**

|   |   | DEPT REQ  | CITY MANAGER RECOMMENDED |          |           |   |
|---|---|-----------|--------------------------|----------|-----------|---|
| DEPT                                    | DESCRIPTION   | AMOUNT    | ONGOING                  | ONE-TIME | TOTAL     | NOTES   |
| Public Works                            | Backhoe Loader  | 210,000   | -                        | -        | -         | To be reviewed as part of Fleet Analysis                |
| Public Works                            | Stump Grinder Heavy Duty  | 27,000    | -                        | -        | -         | To be reviewed as part of Fleet Analysis                |
| GENERAL FUND ENHANCEMENT TOTAL: \$      |   | 2,969,673 | 500,900                  | 424,320  | 925,220   |   |
| SPECIAL FUNDS <sup>1</sup>              |   |           |                          |          |           |   |
| Public Works                            | Citywide Signage Updates (e.g. Parking, Sweeping, Speed Limits, etc.) | 50,000    | -                        | 12,500   | 12,500    | Fund 013 - Traffic Safety Fund                          |
| Community Development                   | Homeless Outreach Initiatives   | 54,837    |                          | 54,837   | 54,837    | Fund 028 -Measure H (Annual County Allocation)          |
| Police Department                       | Narcotics Incinerator/Drug Disposal Program                           | 11,937    | -                        | 11,937   | 11,937    | Fund 110 - Operating Grants (Opioid Settlement Funding) |
| SPECIAL FUND ENHANCEMENT TOTAL: \$      |   | 116,774   | -                        | 79,274   | 1,927,714 |   |
| PROPRIETARY FUNDS <sup>1</sup>          |   |           |                          |          |           |   |
| Recreation & Comm. Svcs.                | Rec Park Gym Floor Recoating (biannual maintenance)                   | 3,300     | -                        | 3,300    | 3,300     | Fund 043 - Facility Management Fund                     |
| Public Works                            | New Position: Water System Operator                                   | 115,000   | 115,000                  | -        | 115,000   | Fund 070 - Water Fund                                   |
| Public Works                            | Purchase 10 Sewer Manholes and Rings                                  | 8,500     | -                        | 8,500    | 8,500     | Fund 072 - Sewer Fund                                   |
| PROPRIETARY FUNDS ENHANCEMENT TOTAL: \$ |   | 123,500   | 115,000                  | 8,500    | 3,982,228 |   |

**CITY OF SAN FERNANDO**  
**SUMMARY OF ENHANCEMENT REQUESTS**  
**FISCAL YEAR 2024-2025**

|   |  | DEPT REQ       | CITY MANAGER RECOMMENDED |                   |                   |   |
|---|--|----------------|--------------------------|-------------------|-------------------|---|
| DEPT  | DESCRIPTION  | AMOUNT         | ONGOING                  | ONE-TIME          | TOTAL             | NOTES   |
| <b>ADDITIONAL ENHANCEMENT REQUESTS: NOT INCLUDED IN PROPOSED BUDGET</b> |  |                |                          |                   |                   |   |
| Recreation & Comm. Svcs.  | Position Reclassification: Convert 1-PT Office Clerk to to 1-FT (Rec Park)   | 60,000         | 60,000                   | -                 | 60,000            | Requested during Budget Study Session #1  |
| Recreation & Comm. Svcs.  | Christmas and/or Dia de los Muertos Parade   | 40,000         | 40,000                   | -                 | 40,000            | Requested during Budget Study Session #1:<br>The cost would range between \$30k - \$40k. A Halloween parade would be a completely new special event while the holiday parade can be an addition to the existing tree lighting special event which may cost less. Some of the costs considered are staff overtime, traffic control, barricades, emergency services, portable restrooms, staging and sound, entertainment, activities, marketing and promotion and other miscellaneous costs. |
| Recreation & Comm. Svcs.  | New Program & Startup Costs: Create Afterschool Teen Program @ Rec Park. Costs include personnel (1 - Recreation Leader II and 2- Recreation Leaders I) and materials/supplies | 54,750         | 54,750                   | 8,000             | 62,750            | Discussion held During Budget Study Session #1  |
| Recreation & Comm. Svcs.  | Create new Afterschool Teen Program at Recreation Park (materials and supplies)  | 8,000          | 8,000                    | -                 | 8,000             | Discussion held During Budget Study Session #1  |
| City Manager's Office   | Contracted Services: To develop Public Arts process and complete existing mural projects   | 75,000         | 25,000                   | 50,000            | 75,000            | Additional Staff Request if directed to move forward with Public Arts/Mural Program. Includes cost to develop ongoing public arts program (\$25,000) and manage Women's Suffrage Mural (\$50,000)   |
| Police Department   | Overtime: Additional DUI Checkpoints   | 8,000          |                          | 8,000             | 8,000             | Requested during Budget Study Session #2. Cost as presented is per each additional DUI Checkpoint.  |
| Police Department   | Position Reclassification: Convert 1-PT to FT Parking Enforcement Officer  | 60,000         | 60,000                   |                   | 60,000            | Discussion held During Budget Study Session #2 to increase parking enforcement efforts. Funding alternatives through budgeted personnel costs available.  |
| Police Department   | New Program: Reinstatement of Park Ranger Program. Includes ongoing personnel (2 PT Positions, uniforms, and training) and one-time equipment (new vehicle) costs.             | 115,000        | 125,000                  | 35,000            | 160,000           | Requested during Budget Study Session #2. Program previously in place from 2003 - 2009 added security to City recreational facilities to ensure protection of public property with 2 PT Parker Rangers. Additional program costs include uniforms, firearms training, and vehicle.  |
| <b>ADDITIONAL ENHANCEMENT REQUESTS TOTAL: \$</b>                        |  | <b>420,750</b> | <b>\$ 372,750</b>        | <b>\$ 101,000</b> | <b>\$ 473,750</b> |   |



CITY OF SAN FERNANDO  
SUMMARY OF ENHANCEMENT REQUESTS  
FISCAL YEAR 2024-2025

| OPERATING BUDGET |                                  |            |              | PROPOSED BUDGET          |                         |
|------------------|----------------------------------|------------|--------------|--------------------------|-------------------------|
| FUND             | FUND TITLE                       | REVENUES   | EXPENDITURES | RECOMMENDED ENHANCEMENTS | REVISED SURPLUS/DEFICIT |
| 001              | General Fund                     | 28,055,808 | 26,729,059   | 925,220                  | \$401,529               |
| 013              | Traffic Safety Fund <sup>2</sup> | 17,103     | -            | 12,500                   | \$4,603                 |
| 028              | Measure H Fund                   | 54,837     | -            | 54,837                   | \$0                     |
| 110              | Operating Grants <sup>3</sup>    | 11,937     | -            | 11,937                   | \$0                     |
| 041              | Facility Maintenance Fund        | 1,756,667  | 1,721,507    | 3,300                    | \$31,860                |
| 070              | Water Fund                       | 5,785,000  | 5,417,078    | 115,000                  | \$252,922               |
| 072              | Sewer Fund <sup>2</sup>          | 7,134,401  | 5,417,078    | 8,500                    | \$1,708,823             |

<sup>1</sup> Does not include Capital Improvement Program Requests, which are contained in Section VI  
<sup>2</sup> Revenues include Fund Balance  
<sup>3</sup> Includes Fund Balance specific to Opioid Settlement Project Code

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erica D. Melton, Director of Finance/City Treasurer

**Date:** November 18, 2024

**Subject:** Consideration to Adopt Resolution Nos. 24-111 and 24-112 Approving the Warrant Registers of November 4, 2024, and November 18, 2024, Respectively

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 24-111 (Attachment "A") approving the Warrant Register dated November 4, 2024; and
- b. Adopt Resolution No. 24-112 (Attachment "B") approving the Warrant Register dated November 18, 2024.

### BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than special checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Special checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Director of Finance/City Treasure hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Director of Finance/City Treasurer hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

**Consideration to Adopt Resolution Nos. 24-111 and 24-112 Approving the Warrant Registers of November 4, 2024, and November 18, 2024, Respectively**

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There is one Warrant Register attached due to the lack of a formal City Council meeting on November 4, 2024. Resolution No. 6212 (adopted August 3, 1992) approves the issuing of Warrants prior to City Council ratification due to cancellation of a regularly scheduled City Council meeting. A copy of the Resolution No. 6212 (Attachment "C") and the memorandum provided to the Director of Administrative Services approving the release of the warrant is attached to this report (Attachment "D").

**ATTACHMENTS:**

- A. Resolution No. 24-111; including:
  - Exhibit A: Payment Demands/Voucher List
- B. Resolution No. 24-112; including:
  - Exhibit A: Payment Demands/Voucher List
- C. Resolution No. 6212 (August 3, 1992)
- D. Memorandum Approving Release of Warrant Register (November 4, 2024)

**RESOLUTION NO. 24-111**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, ALLOWING AND APPROVING FOR PAYMENT DEMANDS  
PRESENTED ON DEMAND/ WARRANT REGISTER NO. 24-111**

**THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE  
AND ORDER AS FOLLOWS:**

1. That the Payment Demand/Voucher List (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of November, 2024.

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Celeste T. Rodriguez, Mayor of the  
City of San Fernando, California

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 24-111, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 18<sup>th</sup> day of November, 2024, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2024.

---

Julia Fritz, City Clerk



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Bank code : bank3

| Voucher | Date      | Vendor                       | Invoice       | PO #  | Description/Account                                     | Amount            |
|---------|-----------|------------------------------|---------------|-------|---|-------------------|
| 237994  | 11/4/2024 | 894406 ADVANCE AUTO PARTS    | 8681426326862 |       | VEH. SERVICE, MAINT. & REPAIR PART<br>041-1215          | 1,096.98          |
|         |           |                              | 8681428227742 | 13254 | VEH. SERVICE, MAINT. & REPAIR PART<br>041-320-0225-4400 | 330.68            |
|         |           |                              | 8681428227743 | 13254 | VEH. SERVICE, MAINT. & REPAIR PART<br>041-320-0225-4400 | 108.94            |
|         |           |                              |               |       | <b>Total :</b>  | <b>1,536.60</b>   |
| 237995  | 11/4/2024 | 894315 AG LAWNMOWER SHOP     | 0147          |       | SMALL EQUIPMENT REPAIR (LAWNMO'<br>070-383-0000-4310    | 76.64             |
|         |           |                              | 0552          | 13283 | SMALL EQUIPMENT REPAIR (LAWNMO'<br>001-311-0000-4300    | 510.71            |
|         |           |                              | 0553          | 13283 | SMALL EQUIPMENT REPAIR (LAWNMO'<br>043-390-0000-4300    | 135.00            |
|         |           |                              | 0554          | 13283 | SMALL EQUIPMENT REPAIR (LAWNMO'<br>043-390-0000-4300    | 166.35            |
|         |           |                              |               |       | <b>Total :</b>  | <b>888.70</b>     |
| 237996  | 11/4/2024 | 887462 AIRGAS USA, LLC       | 9153909460    |       | SAFETY SUPPLIES<br>001-311-0000-4300                    | 448.56            |
|         |           |                              |               |       | <b>Total :</b>  | <b>448.56</b>     |
| 237997  | 11/4/2024 | 889043 ALADIN JUMPERS        | 13595         |       | DANCE FLOOR RENTAL, DELIVERY & II<br>001-424-0000-4260  | 1,227.00          |
|         |           |                              | 13863         | 13319 | DANCE FLOOR RENTAL, DELIVERY & II<br>001-424-0000-4260  | 1,670.00          |
|         |           |                              |               |       | <b>Total :</b>  | <b>2,897.00</b>   |
| 237998  | 11/4/2024 | 894732 ALFARO COMMUNICATIONS | 1             |       | TRAFFIC SIGNAL MODIFICATION<br>010-311-0562-4600        | 837,256.78        |
|         |           |                              |               | 13151 | 010-2037  | -41,862.84        |
|         |           |                              |               |       | <b>Total :</b>  | <b>795,393.94</b> |
| 237999  | 11/4/2024 | 892271 ALL STAR ELITE SPORTS | 4583          |       | RCS SPORTS PROGRAM AND STAFF U<br>017-420-1330-4300     | 115.53            |

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| Voucher | Date      | Vendor                                | Invoice     | PO #  | Description/Account                                  | Amount          |
|---------|-----------|---------------------------------------|-------------|-------|--|-----------------|
| 237999  | 11/4/2024 | 892271 892271 ALL STAR ELITE SPORTS   | (Continued) |       | <b>Total :</b>                                       | <b>115.53</b>   |
| 238000  | 11/4/2024 | 893822 ALLIED TIME USA, INC           | 8334        |       | TIME STAMP FOR CITY CLERK DEPAR<br>001-115-0000-4300 | 354.65          |
|         |           |                                       |             | 13284 | <b>Total :</b>                                       | <b>354.65</b>   |
| 238001  | 11/4/2024 | 100124 ALL-PHASE ELECTRIC SUPPLY CO.  | 9013244374  |       | SERVICE FEES<br>029-335-0000-4300                    | 12.78           |
|         |           |                                       |             |       | <b>Total :</b>                                       | <b>12.78</b>    |
| 238002  | 11/4/2024 | 893813 ALMANZA, LAURAMARIE C          | REIMB.      |       | PRIZES & SUPPLIES-LP PARK SENIOR<br>004-2383         | 99.65           |
|         |           |                                       | REIMB.      |       | PRIZES & SUPPLIES-LP PARK SENIOR<br>004-2383         | 81.39           |
|         |           |                                       |             |       | <b>Total :</b>                                       | <b>181.04</b>   |
| 238003  | 11/4/2024 | 887695 AL'S KUBOTA TRACTOR            | 288285      |       | VEHICLE MAINT-PK1123<br>041-320-0390-4400            | 400.25          |
|         |           |                                       |             |       | <b>Total :</b>                                       | <b>400.25</b>   |
| 238004  | 11/4/2024 | 894896 ALVARADO, IGNACIO              | REIMB.      |       | SAFETY BOOTS<br>001-370-0000-4300                    | 284.69          |
|         |           |                                       |             |       | <b>Total :</b>                                       | <b>284.69</b>   |
| 238005  | 11/4/2024 | 894890 ALVARADO, MARICELA             | 841977      |       | FACILITY RENTAL DEP REFUND<br>001-2220               | 165.00          |
|         |           |                                       | 847424      |       | FACILITY RENTAL REFUND-EVENT CA<br>001-3777-0000     | 209.00          |
|         |           |                                       |             |       | <b>Total :</b>                                       | <b>374.00</b>   |
| 238006  | 11/4/2024 | 887270 AMERICAN TRANSPORTATION SYSTEM | 137043      |       | MOTORCOACH TRANSPORTATION FOI<br>004-2383            | 1,932.10        |
|         |           |                                       | 137044      | 13308 | MOTORCOACH TRANSPORTATION FOI<br>004-2383            | 2,151.00        |
|         |           |                                       |             |       | <b>Total :</b>                                       | <b>4,083.10</b> |
| 238007  | 11/4/2024 | 100165 AMERICAN WATER WORKS, INC.     | 36714       |       | SHOP LABOR-CLEAN PUMP<br>029-335-0000-4400           | 138.00          |

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| Voucher | Date      | Vendor                                   | Invoice              | PO #  | Description/Account                                  | Amount         |
|---------|-----------|--|----------------------|-------|--|----------------|
| 238007  | 11/4/2024 | 100165 100165 AMERICAN WATER WORKS, INC. | (Continued)          |       |  | Total : 138.00 |
| 238008  | 11/4/2024 | 100188 ANDY GUMP INC.                    | INV1150230           | 13298 | PORTABLE TOILET SERVICES<br>043-390-0000-4260        | 336.49         |
|         |           |  | INV1150231           | 13298 | PORTABLE TOILET SERVICES<br>070-384-0000-4260        | 336.34         |
|         |           |  | INV1157855           | 13298 | PORTABLE TOILET SERVICES<br>070-384-0000-4260        | 336.34         |
|         |           |  | INV1157856           | 13298 | PORTABLE TOILET SERVICES<br>043-390-0000-4260        | 336.49         |
|         |           |  | INV1165866           | 13298 | PORTABLE TOILET SERVICES<br>070-384-0000-4260        | 336.34         |
|         |           |  | INV1165867           | 13298 | PORTABLE TOILET SERVICES<br>043-390-0000-4260        | 336.49         |
|         |           |  | INV1174088           | 13298 | PORTABLE TOILET SERVICES<br>043-390-0000-4260        | 336.49         |
|         |           |  | INV1174089           | 13298 | PORTABLE TOILET SERVICES<br>070-384-0000-4260        | 336.34         |
|         |           |  |                      |       | Total :  | 2,691.32       |
| 238009  | 11/4/2024 | 887531 ARIAS JR., RAMIRO                 | REIMB.               |       | SAFETY BOOTS<br>070-384-0000-4310                    | 273.73         |
|         |           |  |                      |       | Total :  | 273.73         |
| 238010  | 11/4/2024 | 100222 ARROYO BUILDING MATERIALS, INC    | 301019               | 13257 | FOR MISC. LOCAL HARDWARE SUPPLI<br>001-311-0000-4300 | 226.01         |
|         |           |  | K01153               | 13257 | FOR MISC. LOCAL HARDWARE SUPPLI<br>001-311-0000-4300 | 226.01         |
|         |           |  | K01154               | 13257 | FOR MISC. LOCAL HARDWARE SUPPLI<br>001-311-0000-4300 | 15.90          |
|         |           |  | K01168               | 13257 | FOR MISC. LOCAL HARDWARE SUPPLI<br>001-311-0000-4300 | 211.04         |
|         |           |  |                      |       | Total :  | 678.96         |
| 238011  | 11/4/2024 | 889037 AT&T MOBILITY                     | 287277903027X1008202 |       | MODEM FOR ELECTRONIC MESSAGE<br>001-310-0000-4220    | 137.38         |
|         |           |  |                      |       | Total :  | 137.38         |

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| Voucher | Date      | Vendor                         | Invoice  | PO #  | Description/Account                                    | Amount    |
|---------|-----------|--------------------------------|----------|-------|--|-----------|
| 238012  | 11/4/2024 | 889942 ATHENS SERVICES         | 17893984 | 13275 | STREET SWEEPING SERVICES-OCT 2024<br>011-311-0000-4260 | 17,443.40 |
|         |           |                                |          |       | Total :  | 17,443.40 |
| 238013  | 11/4/2024 | 893013 AYSON, LEILANI          | OCT 2024 | 13209 | INCLUSIVE ZUMBA INSTRUCTOR<br>017-420-1337-4260        | 490.00    |
|         |           |                                |          |       | Total :  | 490.00    |
| 238014  | 11/4/2024 | 892784 BARAJAS, MARIA BERENICE | OCT 2024 | 13210 | TOTAL BODY CONDITIONING CLASS IN<br>017-420-1337-4260  | 840.00    |
|         |           |                                |          |       | Total :  | 840.00    |
| 238015  | 11/4/2024 | 894842 BATTERY POWER INC       | 435268   |       | BATTERIES FOR FLEET<br>041-1215                        | 255.34    |
|         |           |                                | 665184   |       | BATTERY CORE CREDIT<br>041-1215                        | -36.00    |
|         |           |                                |          |       | Total :  | 219.34    |
| 238016  | 11/4/2024 | 892426 BEARCOM                 | 5752127  | 13309 | JULY 2024-MAINTENANCE AGREEMENT<br>001-135-0000-4260   | 9,700.39  |
|         |           |                                |          | 13309 | 043-390-0000-4260                                      | 1,293.39  |
|         |           |                                |          | 13309 | 070-381-0000-4260                                      | 517.35    |
|         |           |                                |          | 13309 | 072-360-0000-4260                                      | 905.37    |
|         |           |                                |          | 13309 | 070-384-0000-4260                                      | 517.35    |
|         |           |                                | 5765843  | 13309 | AUG 2024-MAINTENANCE AGREEMENT<br>001-135-0000-4260    | 9,700.39  |
|         |           |                                |          | 13309 | 043-390-0000-4260                                      | 1,293.39  |
|         |           |                                |          | 13309 | 070-381-0000-4260                                      | 517.36    |
|         |           |                                |          | 13309 | 072-360-0000-4260                                      | 905.37    |
|         |           |                                |          | 13309 | 070-384-0000-4260                                      | 517.34    |
|         |           |                                | 5779896  | 13309 | SEPT 2024-MAINTENANCE AGREEMENT<br>001-135-0000-4260   | 9,700.39  |
|         |           |                                |          | 13309 | 043-390-0000-4260                                      | 1,293.38  |
|         |           |                                |          | 13309 | 070-381-0000-4260                                      | 517.35    |
|         |           |                                |          | 13309 | 072-360-0000-4260                                      | 905.37    |
|         |           |                                |          | 13309 | 070-384-0000-4260                                      | 517.36    |
|         |           |                                | 5795011  |       | OCT 2024-MAINTENANCE AGREEMENT                         |           |

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| Voucher | Date      | Vendor               | Invoice     | PO #  | Description/Account              | Amount           |
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| 238016  | 11/4/2024 | 892426 BEARCOM       | (Continued) |       |                                  |                  |
|         |           |                      |             | 13309 | 001-135-0000-4260                | 9,700.39         |
|         |           |                      |             | 13309 | 043-390-0000-4260                | 1,293.38         |
|         |           |                      |             | 13309 | 072-360-0000-4260                | 905.37           |
|         |           |                      |             | 13309 | 070-384-0000-4260                | 517.35           |
|         |           |                      |             | 13309 | 070-381-0000-4260                | 517.36           |
|         |           |                      |             |       | <b>Total :</b>                   | <b>51,735.40</b> |
| 238017  | 11/4/2024 | 890684 BROADLUX INC  | BR112548R12 |       | EMERGENCY REPAIR OF THE CNG FUI  |                  |
|         |           |                      |             | 13263 | 074-320-0000-4260                | 6,511.30         |
|         |           |                      |             |       | <b>Total :</b>                   | <b>6,511.30</b>  |
| 238018  | 11/4/2024 | 888800 BUSINESS CARD | 10/14-10/18 |       | DECORATIONS & SUPPLIES HALLOWE   |                  |
|         |           |                      |             |       | 004-2382                         | 18.95            |
|         |           |                      |             |       | 004-2346                         | 48.19            |
|         |           |                      | 10/16-10/22 |       | HALLOWEEN SUPPLIES               |                  |
|         |           |                      |             |       | 017-420-1326-4300                | 72.07            |
|         |           |                      |             |       | 017-420-1337-4300                | 245.91           |
|         |           |                      |             |       | 001-423-0000-4300                | 314.64           |
|         |           |                      | 100724      |       | SUBSCRIPTION RENEWAL             |                  |
|         |           |                      |             |       | 028-155-0000-4300                | 74.79            |
|         |           |                      | 101024      |       | ADDTL 100 ENVELOPES              |                  |
|         |           |                      |             |       | 001-115-0000-4260                | 136.77           |
|         |           |                      | 101024-1    |       | MEETING REGISTRATION             |                  |
|         |           |                      |             |       | 001-101-0114-4370                | 75.00            |
|         |           |                      | 101024-2    |       | CONFERENCE REGISTRATION          |                  |
|         |           |                      |             |       | 001-105-0000-4370                | 775.00           |
|         |           |                      | 101424-1    |       | GOOSENECK MICROPHONE             |                  |
|         |           |                      |             |       | 001-101-0000-4300                | 375.95           |
|         |           |                      | 101424-2    |       | ITEMS-TEEN REC PROGAM            |                  |
|         |           |                      |             |       | 001-423-0000-4300                | 474.02           |
|         |           |                      | 101524      |       | DECORATIONS @ LP PARK            |                  |
|         |           |                      |             |       | 001-422-0000-4300                | 12.66            |
|         |           |                      | 101624      |       | CARRYING CASE & INTERCOM SPEAK   |                  |
|         |           |                      |             |       | 001-422-0000-4300                | 85.97            |
|         |           |                      | 101624-1    |       | ADMISSIONS-2025 INNOVATIONS & SO |                  |
|         |           |                      |             |       | 001-155-0000-4370                | 885.00           |

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| Voucher | Date      | Vendor                | Invoice     | PO #  | Description/Account                | Amount          |
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| 238018  | 11/4/2024 | 888800 BUSINESS CARD  | (Continued) |       |                                    |                 |
|         |           |                       | 101624-2    |       | ADMISSIONS-2025 INNOVATIONS & SO   |                 |
|         |           |                       |             |       | 001-155-0000-4370                  | 885.00          |
|         |           |                       | 102124      |       | LODGING-LEAGUE OF CA CONFERENC     |                 |
|         |           |                       |             |       | 001-101-0107-4370                  | 820.99          |
|         |           |                       | 102224      |       | DINNER FOR CC MTG-10/21/24         |                 |
|         |           |                       |             |       | 001-101-0000-4300                  | 117.89          |
|         |           |                       | 102224-1    |       | COMPUTER DRIVE                     |                 |
|         |           |                       |             |       | 001-222-0000-4300                  | 82.13           |
|         |           |                       | 102224-2    |       | HARD DRIVES                        |                 |
|         |           |                       |             |       | 001-135-0000-4300                  | 145.53          |
|         |           |                       | 102224-3    |       | DECORATIONS @ LP PARK              |                 |
|         |           |                       |             |       | 001-422-0000-4300                  | 120.75          |
|         |           |                       | 102324      |       | MOTORCOACH TRANSPORTATION FOI      |                 |
|         |           |                       |             | 13308 | 007-440-0443-4260                  | 1,235.79        |
|         |           |                       | 102324      |       | SSD DRIVE-PD REPORT WRITING COV    |                 |
|         |           |                       |             |       | 001-135-0000-4300                  | 37.46           |
|         |           |                       |             |       | <b>Total :</b>                     | <b>7,040.46</b> |
| 238019  | 11/4/2024 | 888800 BUSINESS CARD  | 100924      |       | LDOGING-SEX OFFENDER TRACKING      |                 |
|         |           |                       |             |       | 001-224-0000-4360                  | 175.47          |
|         |           |                       | 101124      |       | LODGING-SLI TRAINING ON 10/06-10/0 |                 |
|         |           |                       |             |       | 001-225-0000-4360                  | 635.19          |
|         |           |                       | 101824      |       | LODGING-PORAC INTERNAL AFFAIRS     |                 |
|         |           |                       |             |       | 001-225-0000-4360                  | 392.18          |
|         |           |                       | 102124      |       | LODGING-EXECUTIVE DEVELOPMENT      |                 |
|         |           |                       |             |       | 001-222-0000-4360                  | 873.40          |
|         |           |                       | 102124      |       | (2) MAGNETIC MESSAGE BOARDS        |                 |
|         |           |                       |             |       | 001-222-0000-4300                  | 698.44          |
|         |           |                       |             |       | <b>Total :</b>                     | <b>2,774.68</b> |
| 238020  | 11/4/2024 | 894291 CABRERA, JACOB | 844665      |       | FACILITY RENTAL DEPOSIT REFUND     |                 |
|         |           |                       |             |       | 001-2220                           | 165.00          |
|         |           |                       | 847425      |       | FACILITY RENTAL REFIUND-EVENT CA   |                 |
|         |           |                       |             |       | 001-3777-0000                      | 62.00           |
|         |           |                       |             |       | <b>Total :</b>                     | <b>227.00</b>   |

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| Voucher | Date      | Vendor                               | Invoice         | PO #  | Description/Account                                      | Amount    |
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| 238021  | 11/4/2024 | 887810 CALGROVE RENTALS, INC.        | 190335-1        |       | LIGHT TOWER-SUMMER CONCERT<br>001-424-0000-4300          | 359.73    |
|         |           |                                      |                 |       | Total :  | 359.73    |
| 238022  | 11/4/2024 | 892464 CANON FINANCIAL SERVICES, INC | 35608069        | 13206 | FY 2024-2025 CANON COPIER LEASE-(<br>001-135-0000-4260   | 2,005.79  |
|         |           |                                      |                 |       | Total :  | 2,005.79  |
| 238023  | 11/4/2024 | 892465 CANON SOLUTIONS AMERICA, INC. | 6009522933      | 13211 | FY 2024-2025 CANON MAINTENANCE 8<br>001-135-0000-4260    | 394.81    |
|         |           |                                      | 6009619356      | 13211 | FY 2024-2025 CANON MAINTENANCE 8<br>001-135-0000-4260    | 2,017.00  |
|         |           |                                      |                 |       | Total :  | 2,411.81  |
| 238024  | 11/4/2024 | 894600 CARGILL, INCORPORATED         | 2910074120      | 13240 | NSF CERTIFIED BULK SALT FOR THE II<br>070-384-0000-4300  | 6,231.30  |
|         |           |                                      | 2910115681      | 13240 | NSF CERTIFIED BULK SALT FOR THE II<br>070-384-0000-4300  | 5,883.31  |
|         |           |                                      |                 |       | Total :  | 12,114.61 |
| 238025  | 11/4/2024 | 103948 CDW GOVERNMENT, INC.          | AA9WP5H         | 13285 | PACE COOP P00185 COMPUTER HARC<br>001-135-0000-4260      | 1,385.36  |
|         |           |                                      |                 |       | Total :  | 1,385.36  |
| 238026  | 11/4/2024 | 894010 CHARTER COMMUNICATIONS        | 187701801100724 |       | INTERNET SERVICES-10/10/24-11/09/24<br>001-190-0000-4220 | 1,399.00  |
|         |           |                                      | 187701901101424 |       | PD CABLE SRV - 10/18-11/17<br>001-222-0000-4260          | 237.07    |
|         |           |                                      | 187702401100724 |       | RCS PARK CABLE-10/10-11/09<br>001-420-0000-4260          | 260.51    |
|         |           |                                      |                 |       | Total :  | 1,896.58  |
| 238027  | 11/4/2024 | 103818 CITY OF LOS ANGELES           | 20241320463     |       | IX-UNIT SANITATION FEES<br>070-384-0000-4330             | 528.25    |
|         |           |                                      |                 |       | Total :  | 528.25    |
| 238028  | 11/4/2024 | 103029 CITY OF SAN FERNANDO          | 6679-6740       |       | REIMB. TO WORKER'S COMP ACCT<br>006-1038                 | 21,460.33 |

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| Voucher | Date      | Vendor                             | Invoice           | PO #  | Description/Account                                  | Amount    |
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| 238028  | 11/4/2024 | 103029 103029 CITY OF SAN FERNANDO | (Continued)       |       | Total :  | 21,460.33 |
| 238029  | 11/4/2024 | 100805 COOPER HARDWARE INC.        | 140467            | 13255 | MISCELLANEOUS SUPPLIES<br>070-384-0000-4310          | 53.58     |
|         |           |                                    | 140468            | 13255 | MISCELLANEOUS SUPPLIES<br>070-384-0000-4310          | 10.93     |
|         |           |                                    | 140520            | 13255 | MISCELLANEOUS SUPPLIES<br>070-383-0000-4310          | 120.41    |
|         |           |                                    | 140580            | 13255 | MISCELLANEOUS SUPPLIES<br>070-383-0000-4310          | 24.93     |
|         |           |                                    | 140636            | 13255 | MISCELLANEOUS SUPPLIES<br>070-384-0000-4310          | 82.07     |
|         |           |                                    |                   |       | Total :  | 291.92    |
| 238030  | 11/4/2024 | 102003 COUNTY OF LOS ANGELES       | RE-PW-24090901096 | 13301 | INDUSTRIAL WASTE CHARGES-AUG 20<br>072-360-0000-4450 | 3,969.14  |
|         |           |                                    | RE-PW-24100701764 | 13301 | INDUSTRIAL WASTE CHARGES-SEPT 2<br>072-360-0000-4450 | 6,802.52  |
|         |           |                                    |                   |       | Total :  | 10,771.66 |
| 238031  | 11/4/2024 | 889794 CUELLAR, JULIE              | OCT 2024          |       | COMMISSIONER'S STIPEND<br>001-420-0000-4111          | 100.00    |
|         |           |                                    |                   |       | Total :  | 100.00    |
| 238032  | 11/4/2024 | 887121 DELL MARKETING L.P.         | 10778648468       | 13311 | POWEREDGE T640 UPGRADES AND E:<br>001-135-0000-4260  | 2,612.87  |
|         |           |                                    |                   |       | Total :  | 2,612.87  |
| 238033  | 11/4/2024 | 894863 DIXON RESOURCES UNLIMITED   | 4263              | 13290 | RESIDENTIAL PARKING PERMIT IMPL<br>001-310-0000-4270 | 5,087.50  |
|         |           |                                    | 4305              | 13290 | RESIDENTIAL PARKING PERMIT IMPL<br>001-310-0000-4270 | 3,681.25  |
|         |           |                                    |                   |       | Total :  | 8,768.75  |
| 238034  | 11/4/2024 | 894811 ELASTEC INC.                | 0046509-IN        | 13214 | NARCOTICS INCINERATOR<br>110-220-3938-4300           | 6,010.00  |
|         |           |                                    |                   |       | Total :  | 6,010.00  |

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| 11/04/2024 3:36:36PM |           | CITY OF SAN FERNANDO             |                     |       |                                    |               |  |  |  |  |
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| 238035               | 11/4/2024 | 103851 EVERSOF, INC.             | 101524              |       | LATE FEES                          |               |  |  |  |  |
|                      |           |                                  |                     |       | 070-384-0000-4260                  | 0.87          |  |  |  |  |
|                      |           |                                  | R2498178            |       | WATER SOFTENER RENTAL-WELL 2A      | 60.21         |  |  |  |  |
|                      |           |                                  |                     |       | 070-384-0000-4260                  | 61.08         |  |  |  |  |
| Total :              |           |                                  |                     |       |                                    |               |  |  |  |  |
| 238036               | 11/4/2024 | 893029 FERGUSON WATERWORKS #1083 | 0026026-2           |       | FIRE HYDRANT, FIRE SVC, & WATER S' | 2,395.02      |  |  |  |  |
|                      |           |                                  |                     | 13247 | 070-385-0701-4600                  |               |  |  |  |  |
|                      |           |                                  | 0029923             |       | FIRE HYDRANT, FIRE SVC, & WATER S' | 235.19        |  |  |  |  |
|                      |           |                                  |                     | 13247 | 070-385-0701-4600                  |               |  |  |  |  |
|                      |           |                                  | 0034707             |       | FIRE HYDRANT, FIRE SVC, & WATER S' | 759.71        |  |  |  |  |
|                      |           |                                  |                     | 13247 | 070-385-0701-4600                  |               |  |  |  |  |
|                      |           |                                  | 0035048             |       | FIRE HYDRANT, FIRE SVC, & WATER S' | 750.65        |  |  |  |  |
|                      |           |                                  |                     | 13247 | 070-385-0701-4600                  |               |  |  |  |  |
|                      |           |                                  | 0035144             |       | FIRE HYDRANT, FIRE SVC, & WATER S' | 4,051.31      |  |  |  |  |
|                      |           |                                  |                     | 13247 | 070-385-0701-4600                  |               |  |  |  |  |
| 238037               | 11/4/2024 | 101551 FERNANDEZ, SANDRA         | REIMB.              |       | SPRINGBROOK CONFERENCE IN LAS V    | 313.45        |  |  |  |  |
|                      |           |                                  |                     |       | 001-130-0000-4370                  |               |  |  |  |  |
|                      |           |                                  | REIMB.              |       | LODGING-SPRINGBROOK CONFERENCE     | 271.99        |  |  |  |  |
|                      |           |                                  |                     |       | 001-130-0000-4370                  | 585.44        |  |  |  |  |
|                      |           |                                  | Total :             |       |                                    |               |  |  |  |  |
|                      |           |                                  | Total :             |       |                                    |               |  |  |  |  |
| 238038               | 11/4/2024 | 894334 FRIEND, ERICA             | OCT 2024            |       | COMMISSIONER'S STIPEND             | 100.00        |  |  |  |  |
|                      |           |                                  |                     |       | 001-420-0000-4111                  | 100.00        |  |  |  |  |
| Total :              |           |                                  |                     |       |                                    |               |  |  |  |  |
| 238039               | 11/4/2024 | 892198 FRONTIER COMMUNICATIONS   | 209-150-5145-010598 |       | PAC 50 TO SHERIFFS                 | 527.57        |  |  |  |  |
|                      |           |                                  |                     |       | 001-222-0000-4220                  |               |  |  |  |  |
|                      |           |                                  | 209-150-5250-081292 |       | RADIO REPEATER (POLICE)            | 43.23         |  |  |  |  |
|                      |           |                                  |                     |       | 001-222-0000-4220                  |               |  |  |  |  |
| 209-151-4941-102990  |           |                                  |                     |       |                                    | POLICE PAGING |  |  |  |  |
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| Voucher | Date      | Vendor                         | Invoice    | PO #  | Description/Account                                  | Amount           |
|---------|-----------|--------------------------------|------------|-------|--|------------------|
| 238041  | 11/4/2024 | 888728 GALLEGOS, ROBERT        | TRAVEL     |       | PER DIEM-PORAC INTERNAL AFFAIRS<br>001-225-0000-4360 | 90.00            |
|         |           |                                |            |       | <b>Total :</b>                                       | <b>90.00</b>     |
| 238042  | 11/4/2024 | 894897 GAMARRA, DANIELLA       | TRAVEL-1   |       | MILEAGE-STC ADULT CORRECTIONS (                      | 285.40           |
|         |           |                                | TRAVEL-2   |       | 001-225-0000-4360                                    | 285.40           |
|         |           |                                | TRAVEL-3   |       | MILEAGE-STC ADULT CORRECTIONS (                      | 285.40           |
|         |           |                                | TRAVEL-4   |       | 001-225-0000-4360                                    | 285.40           |
|         |           |                                |            |       | MILEAGE-STC ADULT CORRECTIONS (                      | 285.40           |
|         |           |                                |            |       | 001-225-0000-4360                                    | 285.40           |
|         |           |                                |            |       | <b>Total :</b>                                       | <b>1,141.60</b>  |
| 238043  | 11/4/2024 | 101264 GARCIA, DAVID           | REIMB.     |       | SAFETY BOOTS<br>043-390-0000-4310                    | 271.01           |
|         |           |                                |            |       | <b>Total :</b>                                       | <b>271.01</b>    |
| 238044  | 11/4/2024 | 101300 GENERAL PUMP CO., INC.  | 31775      | 13313 | REPAIR AT WELL 3                                     | 2,888.44         |
|         |           |                                |            | 13313 | 070-384-0000-4260                                    | 245.88           |
|         |           |                                |            |       | <b>Total :</b>                                       | <b>3,134.32</b>  |
| 238045  | 11/4/2024 | 894494 GOGOV INC.              | 24-525     | 13314 | CITY MOBILE APP - VIRTUAL SAN FER                    | 21,552.00        |
|         |           |                                |            |       | 121-105-3689-4270                                    | 21,552.00        |
|         |           |                                |            |       | <b>Total :</b>                                       | <b>21,552.00</b> |
| 238046  | 11/4/2024 | 101279 GOMEZ-GARCIA, SONIA     | REIMB.     |       | SPRINGBROOK CONFERENCE IN LAS                        | 55.00            |
|         |           |                                |            |       | 001-130-0000-4370                                    | 55.00            |
|         |           |                                |            |       | <b>Total :</b>                                       | <b>55.00</b>     |
| 238047  | 11/4/2024 | 892918 GOOD TIMEZ PHOTO BOOTHS | 090724     |       | PHOTO BOOTH SERVICE-STAFF FAMIL                      | 425.00           |
|         |           |                                |            |       | 001-133-0000-4430                                    | 425.00           |
|         |           |                                |            |       | <b>Total :</b>                                       | <b>425.00</b>    |
| 238048  | 11/4/2024 | 101376 GRAINGER, INC.          | 9138213799 |       | RETUREND DAMAGED ITEM                                | -171.66          |
|         |           |                                | 9182287160 |       | 043-390-0000-4300                                    | -171.66          |
|         |           |                                |            |       | BUILDING SUPPLIES, ELECTRICAL & V                    | -171.66          |

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| Voucher | Date      | Vendor                            | Invoice     | PO #  | Description/Account               | Amount          |
|---------|-----------|-----------------------------------|-------------|-------|-----------------------------------|-----------------|
| 238048  | 11/4/2024 | 101376 GRAINGER, INC.             | (Continued) |       |                                   |                 |
|         |           |                                   |             | 13302 | 043-390-0000-4300                 | 343.32          |
|         |           |                                   | 9185593390  | 13302 | BUILDING SUPPLIES, ELECTRICAL & V | 982.26          |
|         |           |                                   | 9226191444  | 13302 | 043-390-0000-4300                 | 982.26          |
|         |           |                                   | 92273321917 | 13302 | BUILDING SUPPLIES, ELECTRICAL & V | 1,344.76        |
|         |           |                                   | 9248287071  | 13302 | 043-390-0000-4300                 | 1,282.82        |
|         |           |                                   | 9251820602  | 13302 | BUILDING SUPPLIES, ELECTRICAL & V | 247.53          |
|         |           |                                   | 9251847712  | 13302 | 043-390-0000-4300                 | 7.14            |
|         |           |                                   | 9255379951  | 13302 | BUILDING SUPPLIES, ELECTRICAL & V | 750.54          |
|         |           |                                   | 9255595432  | 13302 | 043-390-0000-4300                 | 206.17          |
|         |           |                                   | 9257324229  | 13302 | BUILDING SUPPLIES, ELECTRICAL & V | 284.61          |
|         |           |                                   | 9257871229  | 13302 | 001-311-0000-4300                 | -153.80         |
|         |           |                                   | 9260191631  | 13302 | CREDIT-DAMANGED ITEM RETURNED     | -153.80         |
|         |           |                                   |             | 13302 | 043-390-0000-4300                 | 153.80          |
|         |           |                                   |             | 13302 | BUILDING SUPPLIES, ELECTRICAL & V | 254.08          |
|         |           |                                   |             |       | <b>Total :</b>                    | <b>5,531.57</b> |
| 238049  | 11/4/2024 | 893344 GRAND ELECTRICAL SUPPLY    | 201574      |       | MATL'S FOR CITY HALL TV           | 47.82           |
|         |           |                                   | 201605      |       | 043-390-0000-4300                 | 47.82           |
|         |           |                                   |             |       | MATL'S FOR PARKING LOT 2 REPAIRS  | 247.84          |
|         |           |                                   |             |       | 029-335-0000-4300                 | 247.84          |
|         |           |                                   |             |       | <b>Total :</b>                    | <b>295.66</b>   |
| 238050  | 11/4/2024 | 894407 GRAYBAR FINANCIAL SERVICES | 17276882    |       | 2024 PROPERTY TAXES               |                 |
|         |           |                                   |             |       | 001-190-0000-4220                 | 1,651.12        |
|         |           |                                   |             |       | 001-222-0000-4220                 | 1,651.12        |
|         |           |                                   |             |       | 001-420-0000-4220                 | 707.62          |
|         |           |                                   |             |       | 070-384-0000-4220                 | 707.62          |

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| Voucher | Date      | Vendor                                   | Invoice                                   | PO #                    | Description/Account  | Amount                                       |
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| 238050  | 11/4/2024 | 894407 894407 GRAYBAR FINANCIAL SERVICES | (Continued)                               |                         |  | Total : 4,717.48                             |
| 238051  | 11/4/2024 | 894512 GUILLEN, JEANETTE                 | REIMB.                                    |                         | PRIZES FOR LP PARK BINGO & HALLO'<br>004-2346  | 65.09<br>Total : 65.09                       |
| 238052  | 11/4/2024 | 888647 HDL SOFTWARE, LLC                 | SIN043940                                 | 13241                   | BUSINESS LICENSE ADMIN SERVICES-<br>001-130-0000-4260  | 6,473.32<br>Total : 6,473.32                 |
| 238053  | 11/4/2024 | 101512 HDL, COREN & CONE                 | SIN044341                                 | 13242                   | CONTRACT SERVICES - PROPERTY TA<br>001-130-0000-4270   | 1,845.68<br>Total : 1,845.68                 |
| 238054  | 11/4/2024 | 894713 I. RAMIREZ CORPORATION            | PW-103-24                                 | 13315                   | VARIOUS ASPHALT AND SIDEWALK RE<br>070-383-0000-4260   | 8,640.00<br>Total : 8,640.00                 |
| 238055  | 11/4/2024 | 893804 INDUSTRIAL SHOEWORCS              | 1100-1427617<br>1100-1428131              |                         | SAFETY BOOTS<br>072-360-0000-4310<br>001-312-0000-4300<br>SAFETY BOOTS<br>001-311-0000-4310  | 165.38<br>165.38<br>100.00<br>Total : 430.76 |
| 238056  | 11/4/2024 | 893275 INTERWEST CONSULTING GROUP        | 773740                                    | 13292                   | 510 PARK AVE FIRE PLAN REVIEW/INSI<br>001-2203   | 440.00<br>Total : 440.00                     |
| 238057  | 11/4/2024 | 891777 IRRIGATION EXPRESS                | 15299574-00<br>15301332-00<br>15301387-00 | 13258<br>13258<br>13258 | IRRIGATION SUPPLIES FOR REPAIRS &<br>001-311-0000-4300<br>IRRIGATION SUPPLIES FOR REPAIRS &<br>070-383-0000-4310<br>IRRIGATION SUPPLIES FOR REPAIRS &<br>070-383-0000-4310 | 433.18<br>70.93<br>23.61<br>Total : 527.72   |
| 238058  | 11/4/2024 | 889320 IWATER, INC.                      | 9924                                      |                         | SOFTWARE RENEWAL FOR WATER SY  |  |

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| 238058  | 11/4/2024 | 889320 IWATER, INC.                   | (Continued)  | 13293          | 070-381-0000-4380   | 3,600.00<br>Total : 3,600.00   |
| 238059  | 11/4/2024 | 894853 JOE MAR POLYGRAPH              | 2024-09-003<br>2024-09-005   |                | POLYGRAPH SERVICES<br>001-222-0000-4270<br>POLYGRAPH SERVICES<br>001-222-0000-4270  | 250.00<br>250.00<br>Total : 500.00   |
| 238060  | 11/4/2024 | 892118 JOHN ROBINSON CONSULTING, INC. | SF202001-55  | 12145          | UPPER RESERVOIR REPL CONSTR. M<br>121-385-0716-4600   | 9,741.50<br>Total : 9,741.50   |
| 238061  | 11/4/2024 | 102007 L.A. COUNTY SHERIFFS DEPT.     | 250070BL<br>250394BL   | 13316<br>13316 | PRE-PACKAGED, PREPARED INMATE M<br>001-225-0000-4350<br>PRE-PACKAGED, PREPARED INMATE M<br>001-225-0000-4350  | 543.19<br>531.86<br>Total : 1,075.05   |
| 238062  | 11/4/2024 | 101971 L.A. MUNICIPAL SERVICES        | 004-750-1000<br>494-750-1000<br>500-750-1000<br>594-750-1000<br>657-750-1000<br>694-750-1000<br>757-750-1000<br>993-750-1000 |                | ELECTRIC-13003 BORDEN<br>070-384-0000-4210<br>WATER-12900 DRONFIELD<br>070-384-0000-4210<br>ELECTRIC-13655 FOOTHILL<br>070-384-0000-4210<br>ELECTRIC-12900 DRONFIELD<br>070-384-0000-4210<br>ELECTRIC-14060 SAYRE ST<br>070-384-0000-4210<br>ELECTRIC & WATER-13180 DRONFIELD<br>070-384-0000-4210<br>WATER-14060 SAYRE<br>070-384-0000-4210<br>WATER - 13003 BORDEN AVE<br>070-384-0000-4210 | 8,884.67<br>169.09<br>104.50<br>6,416.42<br>6,207.68<br>14,054.60<br>18.79<br>1,047.14 |

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| 238062  | 11/4/2024 | 101971 101971 L.A. MUNICIPAL SERVICES | (Continued)  |       |  | Total : 36,902.89                                   |
| 238063  | 11/4/2024 | 101848 LANGUAGE LINE SERVICES         | 11407810   |       | INTERPRETATION SERVICES<br>001-222-0000-4260   | 15.98<br>Total : 15.98                              |
| 238064  | 11/4/2024 | 887164 LARA, ELENA                    | REIMB.   |       | REFRESHMENTS-SF COALITION TO PF<br>001-222-0000-4300   | 98.98<br>Total : 98.98                              |
| 238065  | 11/4/2024 | 101852 LARRY & JOE'S PLUMBING         | 2298805-0001-02<br>2299180-0001-02<br>2299251-0001-02<br>2299579-0001-02 |       | SUPPLIES FOR IX-UNIT & WELL 7A<br>070-384-0000-4300<br>MISC ITEMS<br>070-383-0000-4310<br>MISC ITEMS<br>070-383-0000-4310<br>MISC ITEMS<br>070-383-0000-4310 | 534.82<br>43.69<br>13.90<br>28.89<br>Total : 621.30 |
| 238066  | 11/4/2024 | 894894 LAW ENFORCEMENT TRAINING       | 120634738055   |       | CHAPLAIN INTERGRATION COURSE<br>001-226-0000-4360  | 425.00<br>Total : 425.00                            |
| 238067  | 11/4/2024 | 893063 LEON, MIGUEL                   | REIMB.   |       | REIMB-SENIOR CLUB ACTIVITIES<br>004-2380   | 184.07<br>Total : 184.07                            |
| 238068  | 11/4/2024 | 101901 LESMEZ, ARTHUR                 | REIMB.   |       | ARPOC 2024 ANNUAL CONFERENCE C<br>001-226-0000-4360  | 438.32<br>Total : 438.32                            |
| 238069  | 11/4/2024 | 888195 LEXIPOL LLC                    | INVLEX11242478   | 13259 | LEXIPOL MANUALS AND DAILY TRAINING<br>001-135-0000-4260  | 9,804.16<br>Total : 9,804.16                        |
| 238070  | 11/4/2024 | 891080 LOPEZ, PATTY                   | OCT 2024   |       | COMMISSIONER'S STIPEND<br>001-420-0000-4111  | 100.00  |

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| Voucher | Date      | Vendor                             | Invoice  | PO #  | Description/Account   | Amount  |
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| 238070  | 11/4/2024 | 891080 891080 LOPEZ, PATTY         | (Continued)  |       |   | Total : 100.00  |
| 238071  | 11/4/2024 | 101974 LOS ANGELES COUNTY          | SEPT 2024  | 13245 | ANIMAL CARE & CONTROL SERVICES<br>001-190-0000-4260   | 11,832.75<br>Total : 11,832.75  |
| 238072  | 11/4/2024 | 102012 LOS ANGELES COUNTY          | 2508-002-270<br>2508-005-270<br>2508-005-271<br>2509-014-270<br>2509-015-270<br>2517-023-270<br>8920-851-365 |       | 2024-2025 PROPERTY TAXES-WELL3<br>070-381-0000-4450<br>2024-2025 PROPERTY TAXES-WELL 2A<br>070-381-0000-4450<br>2024-2025 PROPERTY TAXES-WELL2A<br>070-381-0000-4450<br>2024-2025 PROPERTY TAXES-12900 DF<br>070-381-0000-4450<br>2024-2025 PROPERTY TAXES-13655 FC<br>070-381-0000-4450<br>2024-2025 PROPERTY TAXES-2005 FOI<br>070-381-0000-4450<br>2024-2025 PROPERTY TAXES-WATER S<br>070-381-0000-4450 | 249.88<br>286.46<br>152.06<br>5,046.61<br>1,518.75<br>3,625.27<br>1,991.95<br>Total : 12,870.98 |
| 238073  | 11/4/2024 | 892477 LOWES                       | 9747-87746<br>9747-91694<br>9747-97432   |       | IT ROOM REPAIR<br>043-390-0000-4300<br>VEHICLE MAINT-PW8086<br>029-335-0000-4400<br>CITY HALL WALL REPAIR<br>043-390-0000-4300  | 74.78<br>35.32<br>39.30<br>Total : 149.40   |
| 238074  | 11/4/2024 | 891373 MACIAS, JORGE               | 1625260<br>844449  |       | FACILTIY RENTAL REFUND<br>001-3777-0000<br>FACILTIY RENTAL DEP REFUND<br>001-2220   | 84.00<br>165.00<br>Total : 249.00   |
| 238075  | 11/4/2024 | 888468 MAJOR METROPOLITAN SECURITY | 1115129  |       | ALARM MONITORING AT ALL CITY FACI   |   |

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| 238075  | 11/4/2024 | 888468 MAJOR METROPOLITAN SECURITY | (Continued) |       |                                   |        |
|         |           |                                    |             | 13303 | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115130     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115131     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 15.00  |
|         |           |                                    | 1115132     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115133     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115134     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115135     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115136     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115137     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115138     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115139     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115140     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 070-384-0000-4260                 | 25.00  |
|         |           |                                    | 1115141     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 070-384-0000-4260                 | 25.00  |
|         |           |                                    | 1115142     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 070-384-0000-4260                 | 25.00  |
|         |           |                                    | 1115143     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 070-384-0000-4260                 | 25.00  |
|         |           |                                    | 1115452     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 15.00  |
|         |           |                                    | 1115453     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115454     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115455     |       | ALARM MONITORING AT ALL CITY FACI |        |

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| 238075  | 11/4/2024 | 888468 MAJOR METROPOLITAN SECURITY | (Continued) |       |                                   |        |
|         |           |                                    |             | 13303 | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115456     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115457     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115458     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115459     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115460     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115461     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115462     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115463     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 070-384-0000-4260                 | 25.00  |
|         |           |                                    | 1115464     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 070-384-0000-4260                 | 30.00  |
|         |           |                                    | 1115465     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 070-384-0000-4260                 | 30.00  |
|         |           |                                    | 1115466     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 070-384-0000-4260                 | 30.00  |
|         |           |                                    | 1115772     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 15.00  |
|         |           |                                    | 1115773     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115774     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115775     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115776     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115777     | 13303 | ALARM MONITORING AT ALL CITY FACI |        |
|         |           |                                    |             |       | 043-390-0000-4260                 | 25.00  |
|         |           |                                    | 1115778     |       | ALARM MONITORING AT ALL CITY FACI |        |

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| 238075  | 11/4/2024 | 888468 MAJOR METROPOLITAN SECURITY | (Continued) |       |  |        |
|         |           |                                    | 1115779     | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00  |
|         |           |                                    | 1115780     | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00  |
|         |           |                                    | 1115781     | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00  |
|         |           |                                    | 1115782     | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00  |
|         |           |                                    | 1115783     | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00  |
|         |           |                                    | 1115784     | 13303 | 070-384-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00  |
|         |           |                                    | 1115785     | 13303 | 070-384-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 30.00  |
|         |           |                                    | 1115786     | 13303 | 070-384-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 30.00  |
|         |           |                                    | 1116089     | 13303 | 070-384-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 30.00  |
|         |           |                                    | 1116090     | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00  |
|         |           |                                    | 1116091     | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00  |
|         |           |                                    | 1116092     | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00  |
|         |           |                                    | 1116093     | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 15.00  |
|         |           |                                    | 1116094     | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00  |
|         |           |                                    | 1116095     | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00  |
|         |           |                                    | 1116096     | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00  |
|         |           |                                    | 1116097     | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00  |
|         |           |                                    | 1116098     | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00  |

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| 238075  | 11/4/2024 | 888468 MAJOR METROPOLITAN SECURITY   | (Continued)   |       |  |                 |
|         |           |                                      | 1116099       | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00           |
|         |           |                                      | 1116100       | 13303 | 043-390-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00           |
|         |           |                                      | 1116101       | 13303 | 070-384-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 25.00           |
|         |           |                                      | 1116102       | 13303 | 070-384-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 30.00           |
|         |           |                                      | 1116103       | 13303 | 070-384-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 30.00           |
|         |           |                                      | 3070          | 13303 | 070-384-0000-4260<br>ALARM MONITORING AT ALL CITY FACI | 30.00           |
|         |           |                                      |               |       | 043-390-0000-4260                                      | 2,512.50        |
|         |           |                                      |               |       | <b>Total :</b>   | <b>4,017.50</b> |
| 238076  | 11/4/2024 | 888242 MCI COMM SERVICE              | 7DL39365      |       | ALARM LINE-1100 PICO                                   |                 |
|         |           |                                      |               |       | 001-420-0000-4220                                      | 38.99           |
|         |           |                                      |               |       | <b>Total :</b>   | <b>38.99</b>    |
| 238077  | 11/4/2024 | 102226 MISSION LINEN SUPPLY          | 522534687     |       | LAUNDRY SERVICES FOR PD                                |                 |
|         |           |                                      | 522579422     | 13252 | 001-225-0000-4350                                      | 383.85          |
|         |           |                                      |               | 13252 | LAUNDRY SERVICES FOR PD                                |                 |
|         |           |                                      |               |       | 001-225-0000-4350                                      | 383.85          |
|         |           |                                      |               |       | <b>Total :</b>   | <b>767.70</b>   |
| 238078  | 11/4/2024 | 894886 NATIONAL HIGHWAY PRODUCTS INC | PS-INV121209  |       | STREET SIGN - FIFTH STREET                             |                 |
|         |           |                                      |               |       | 001-370-0000-4310                                      | 1,047.60        |
|         |           |                                      |               |       | <b>Total :</b>   | <b>1,047.60</b> |
| 238079  | 11/4/2024 | 893405 NEW HORIZON                   | 2802735       |       | LP PHONE SERVICES-OCT 2024                             |                 |
|         |           |                                      |               |       | 001-420-0000-4220                                      | 301.86          |
|         |           |                                      |               |       | <b>Total :</b>   | <b>301.86</b>   |
| 238080  | 11/4/2024 | 894645 NINJA NINJA                   | SEPT-OCT 2024 |       | MARTIAL ARTS INSTRUCTOR                                |                 |
|         |           |                                      |               | 13215 | 017-420-1326-4260                                      | 1,022.00        |
|         |           |                                      |               |       | <b>Total :</b>   | <b>1,022.00</b> |

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| 238081  | 11/4/2024 | 102423 OCCU-MED, INC.               | 1024901       |      | PRE-EMPLOYMENT PHYSICALS<br>001-133-0000-4260 | 660.50        |
|         |           |                                     |               |      | <b>Total :</b>                                | <b>660.50</b> |
| 238082  | 11/4/2024 | 894100 ODP BUSINESS SOLUTIONS , LLC | 381682457001  |      | OFFICE SUPPLIES<br>001-310-0000-4300          | 21.38         |
|         |           |                                     | 381721774001  |      | OFFICE SUPPLIES<br>001-310-0000-4300          | 38.10         |
|         |           |                                     | 382123732001  |      | REPL OFFICE CHAIRS<br>070-384-0000-4300       | 694.09        |
|         |           |                                     | 383268642001  |      | OFFICE SUPPLIES<br>070-384-0000-4300          | 69.58         |
|         |           |                                     | 383363212001  |      | OFFICE SUPPLIES<br>001-133-0000-4300          | 63.92         |
|         |           |                                     | 383992058001  |      | ITEM RETURNED<br>001-310-0000-4300            | -30.42        |
|         |           |                                     | 386827605001  |      | OFFICE SUPPLIES<br>001-222-0000-4300          | 69.29         |
|         |           |                                     | 386827716001  |      | OFFICE SUPPLIES<br>001-222-0000-4300          | 62.10         |
|         |           |                                     | 387294871001  |      | OFFICE SUPPLIES<br>001-310-0000-4300          | 30.42         |
|         |           |                                     | 387295250001  |      | OFFICE SUPPLIES<br>001-310-0000-4300          | 22.98         |
|         |           |                                     | 387295253001  |      | OFFICE SUPPLIES<br>001-310-0000-4300          | 10.34         |
|         |           |                                     | 3882671137001 |      | OFFICE SUPPLIES<br>001-222-0000-4300          | 36.42         |
|         |           |                                     | 388269980001  |      | OFFICE SUPPLIES<br>001-222-0000-4300          | 323.68        |
|         |           |                                     | 388269982001  |      | OFFICE SUPPLIES<br>001-222-0000-4300          | 329.02        |
|         |           |                                     | 388269988001  |      | OFFICE SUPPLIES<br>001-222-0000-4300          | 168.73        |
|         |           |                                     | 388339713001  |      | OFFICE SUPPLIES<br>070-381-0000-4300          | 91.58         |
|         |           |                                     | 388340007001  |      | OFFICE SUPPLIES                               |               |

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| 238082  | 11/4/2024 | 894100 ODP BUSINESS SOLUTIONS , LLC   | (Continued)  |      | 070-384-0000-4300                                     | 42.64           |
|         |           |                                       | 388340008001 |      | 043-390-0000-4300                                     | 42.64           |
|         |           |                                       | 388921808001 |      | OFFICE SUPPLIES<br>070-381-0000-4300                  | 39.07           |
|         |           |                                       | 389351525001 |      | TONER & BADGE HOLDERS<br>001-423-0000-4300            | 288.84          |
|         |           |                                       | 389611747001 |      | 017-420-1337-4300                                     | 39.35           |
|         |           |                                       | 390084452001 |      | BREAK ROOM SUPPLIES<br>001-222-0000-4300              | 108.05          |
|         |           |                                       | 390560096001 |      | HP TONER<br>001-130-0000-4300                         | 217.39          |
|         |           |                                       | 390741458001 |      | OFFICE SUPPLIES<br>001-222-0000-4300                  | 29.56           |
|         |           |                                       | 391364371001 |      | OFFICE SUPPLIES<br>001-420-0000-4300                  | 51.81           |
|         |           |                                       |              |      | 001-424-0000-4300                                     | 73.69           |
|         |           |                                       |              |      | OFFICE SUPPLIES<br>070-381-0000-4300                  | 111.69          |
|         |           |                                       |              |      | 043-390-0000-4300                                     | 111.69          |
|         |           |                                       |              |      | OFFICE SUPPLIES<br>001-130-0000-4300                  | 207.52          |
|         |           |                                       |              |      | <b>Total :</b>  | <b>3,365.15</b> |
| 238083  | 11/4/2024 | 102472 ORANGE COUNTY SHERIFF'S DEPT.  | 102124       |      | RGSTR-TRAFFIC COLLISION BASIC<br>001-225-0000-4360    | 175.00          |
|         |           |                                       |              |      | <b>Total :</b>  | <b>175.00</b>   |
| 238084  | 11/4/2024 | 890095 O'REILLY AUTOMOTIVE STORES INC | 4605-191860  |      | MATL'S FOR BUS STOP SOLAR PANELS<br>001-311-0000-4300 | 18.17           |
|         |           |                                       |              |      | <b>Total :</b>  | <b>18.17</b>    |
| 238085  | 11/4/2024 | 894892 PALOMERA, ISELA                | 846371       |      | FACILITY RENTAL DEP REFUND<br>001-2220                | 165.00          |
|         |           |                                       |              |      | <b>Total :</b>  | <b>165.00</b>   |
| 238086  | 11/4/2024 | 892360 PARKING COMPANY OF AMERICA     | INVM0018936  |      | PUBLIC TRANSPORTATION SERVICES-                       |                 |

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| 238086  | 11/4/2024 | 892360 PARKING COMPANY OF AMERICA    | (Continued) |       |  |                   |
|         |           |                                      | INVM0019023 | 13320 | 007-440-0442-4260                                    | 50,353.53         |
|         |           |                                      |             | 13320 | PUBLIC TRANSPORTATION SERVICES-<br>007-440-0442-4260 | 51,986.40         |
|         |           |                                      |             |       | <b>Total :</b>                                       | <b>102,339.93</b> |
| 238087  | 11/4/2024 | 894746 PRECISION CIVIL               | 30493       |       | ZONING CODE UPDATES-SEPT 2024                        |                   |
|         |           |                                      | 30537       | 13179 | 001-150-0000-4270                                    | 2,204.00          |
|         |           |                                      |             | 13178 | MIXED USE OVERLAY-SEPT 2024<br>001-150-0000-4270     | 7,458.50          |
|         |           |                                      |             |       | <b>Total :</b>                                       | <b>9,662.50</b>   |
| 238088  | 11/4/2024 | 102688 PROFESSIONAL PRINTING CENTERS | 22824       |       | PRE-PRINTED FORMS                                    |                   |
|         |           |                                      |             | 13274 | 070-382-0000-4300                                    | 204.67            |
|         |           |                                      |             | 13274 | 072-360-0000-4300                                    | 204.67            |
|         |           |                                      |             |       | <b>Total :</b>                                       | <b>409.34</b>     |
| 238089  | 11/4/2024 | 102738 QUINTERO ESCAMILLA, VIOLETA   | OCT 2024    |       | SENIOR MUSIC CLASS INSTRUCTOR                        |                   |
|         |           |                                      |             | 13217 | 017-420-1323-4260                                    | 1,000.00          |
|         |           |                                      |             |       | <b>Total :</b>                                       | <b>1,000.00</b>   |
| 238090  | 11/4/2024 | 893276 RON'S MAINTENANCE, INC.       | 1102        |       | CATCH BASIN CLEANING SERVICES                        |                   |
|         |           |                                      | 1123        | 13294 | 023-311-0000-4260                                    | 1,128.74          |
|         |           |                                      |             | 13294 | CATCH BASIN CLEANING SERVICES<br>023-311-0000-4260   | 8,568.00          |
|         |           |                                      |             |       | <b>Total :</b>                                       | <b>9,696.74</b>   |
| 238091  | 11/4/2024 | 102950 RYDELL AUTOMOTIVE GROUP       | 392567      |       | VEHICLE MAINTS-PD6106                                |                   |
|         |           |                                      |             |       | 041-320-0224-4400                                    | 783.22            |
|         |           |                                      |             |       | <b>Total :</b>                                       | <b>783.22</b>     |
| 238092  | 11/4/2024 | 892856 SALAS, JUAN                   | REIMB.      |       | VARIOUS SUPPLIES FOR PROGRAMS :                      |                   |
|         |           |                                      |             |       | 001-424-0000-4300                                    | 249.74            |
|         |           |                                      |             |       | 004-2380   | 296.83            |
|         |           |                                      |             |       | 004-2346   | 107.83            |
|         |           |                                      |             |       | <b>Total :</b>                                       | <b>654.40</b>     |
| 238093  | 11/4/2024 | 103057 SAN FERNANDO VALLEY SUN       | 12380       |       | LEGAL NOTICE-MIXED USE OVERLAY F                     |                   |

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| Voucher | Date      | Vendor                                | Invoice     | PO # | Description/Account                 | Amount          |
|---------|-----------|---------------------------------------|-------------|------|-------------------------------------|-----------------|
| 238093  | 11/4/2024 | 103057 SAN FERNANDO VALLEY SUN        | (Continued) |      |                                     |                 |
|         |           |                                       | 12381       |      | 001-150-0000-4230                   | 168.75          |
|         |           |                                       |             |      | LEGAL NOTICE-SPR2024-00_833 N BR/   |                 |
|         |           |                                       |             |      | 001-150-0000-4230                   | 128.25          |
|         |           |                                       |             |      | <b>Total :</b>                      | <b>297.00</b>   |
| 238094  | 11/4/2024 | 894125 SANCHEZ, NATASHA               | OCT 2024    |      | COMMISSIONER'S STIPEND              |                 |
|         |           |                                       |             |      | 001-420-0000-4111                   | 100.00          |
|         |           |                                       |             |      | <b>Total :</b>                      | <b>100.00</b>   |
| 238095  | 11/4/2024 | 892619 SIMONZAD, BENNY                | TRAVEL-4    |      | PER DIEM-SLI TRAINING ON 11/03-11/6 |                 |
|         |           |                                       |             |      | 001-225-0000-4360                   | 135.00          |
|         |           |                                       |             |      | <b>Total :</b>                      | <b>135.00</b>   |
| 238096  | 11/4/2024 | 894532 SIRCHIE ACQUISITION COMPANY LL | 0666524-IN  |      | EVIDENCE SUPPLIES                   |                 |
|         |           |                                       |             |      | 001-222-0000-4300                   | 53.22           |
|         |           |                                       |             |      | <b>Total :</b>                      | <b>53.22</b>    |
| 238097  | 11/4/2024 | 103172 SKAUG TRUCK BODY WORKS         | 44010       |      | VEHICLE MAINT-PW2115                |                 |
|         |           |                                       |             |      | 041-320-0311-4400                   | 2,432.99        |
|         |           |                                       |             |      | <b>Total :</b>                      | <b>2,432.99</b> |
| 238098  | 11/4/2024 | 894316 SOLORIO, MARIA ELENA           | 847166      |      | FACILITY RENTAL DEP REFUND          |                 |
|         |           |                                       |             |      | 001-2220                            | 165.00          |
|         |           |                                       |             |      | <b>Total :</b>                      | <b>165.00</b>   |
| 238099  | 11/4/2024 | 894275 STAPLES, INC.                  | 6013953687  |      | BREAK ROOM SUPPLIES                 |                 |
|         |           |                                       | 6013953688  |      | 001-190-0000-4300                   | 10.31           |
|         |           |                                       | 6013953689  |      | OFFICE SUPPLIES                     |                 |
|         |           |                                       |             |      | 001-130-0000-4300                   | 41.82           |
|         |           |                                       |             |      | OFFICE AND BREAK ROOM SUPPLIES      |                 |
|         |           |                                       |             |      | 001-130-0000-4300                   | 24.99           |
|         |           |                                       |             |      | 001-190-0000-4300                   | 29.44           |
|         |           |                                       | 6014342938  |      | BREAK ROOM SUPPLIES                 |                 |
|         |           |                                       | 6014342939  |      | 001-190-0000-4300                   | 76.83           |
|         |           |                                       |             |      | OFFICE SUPPLIES                     |                 |
|         |           |                                       |             |      | 001-130-0000-4300                   | 16.82           |

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| Voucher | Date      | Vendor                                       | Invoice     | PO #  | Description/Account               | Amount    |
|---------|-----------|--|-------------|-------|-----------------------------------|-----------|
| 238099  | 11/4/2024 | 894275 894275 STAPLES, INC.                  | (Continued) |       | Total :                           | 200.21    |
| 238100  | 11/4/2024 | 100532 STATE OF CALIFORNIA, DEPARTMENT OF JU | 724742      |       | DOJ LIVESCAN FINGERPRINTING SER'  |           |
|         |           |  |             | 13317 | 004-2386                          | 2,088.00  |
|         |           |  |             | 13317 | 001-222-0000-4270                 | 75.00     |
|         |           |  | 751747      |       | DOJ LIVESCAN FINGERPRINTING SER'  |           |
|         |           |  |             | 13317 | 004-2386                          | 2,233.00  |
|         |           |  |             | 13317 | 001-222-0000-4270                 | 113.00    |
|         |           |  | 767698      |       | FINGERPINTING-SEPT 2024           |           |
|         |           |  |             |       | 001-133-0000-4270                 | 32.00     |
|         |           |  |             |       | Total :                           | 4,541.00  |
| 238101  | 11/4/2024 | 894649 STERLING ADMINISTRATION               | 810831      |       | ADMINISTRATIVE FEE: SEPT2024      |           |
|         |           |  | 814004      |       | 001-133-0000-4260                 | 50.00     |
|         |           |  |             |       | FSA FUNDING CONTRTIBUTION         |           |
|         |           |  |             |       | 004-2365                          | 506.64    |
|         |           |  |             |       | Total :                           | 556.64    |
| 238102  | 11/4/2024 | 893061 TAPIA, FREDDY                         | REIMB.      |       | MILEAGE REIMB.-SCMAF INSTITUTE    |           |
|         |           |  |             |       | 001-420-0000-4390                 | 83.75     |
|         |           |  |             |       | Total :                           | 83.75     |
| 238103  | 11/4/2024 | 894848 TESLA, INC                            | RN122835517 |       | TESLA MODEL Y ELECTRIC VEHICLE    |           |
|         |           |  |             | 13267 | 016-225-0000-4500                 | 56,410.83 |
|         |           |  |             |       | Total :                           | 56,410.83 |
| 238104  | 11/4/2024 | 890898 TETRA MECHANICAL SERVICE INC          | i1115       |       | ROUTINE MAINT. & EMERG. A/C REPAI |           |
|         |           |  |             | 13304 | 043-390-0000-4260                 | 1,785.15  |
|         |           |  | i1169       |       | ROUTINE MAINT. & EMERG. A/C REPAI |           |
|         |           |  |             | 13304 | 043-390-0000-4260                 | 560.00    |
|         |           |  | i1170       |       | ROUTINE MAINT. & EMERG. A/C REPAI |           |
|         |           |  |             | 13304 | 043-390-0000-4260                 | 560.00    |
|         |           |  | i1172       |       | ROUTINE MAINT. & EMERG. A/C REPAI |           |
|         |           |  |             | 13304 | 043-390-0000-4260                 | 250.00    |
|         |           |  | i1173       |       | ROUTINE MAINT. & EMERG. A/C REPAI |           |
|         |           |  |             | 13304 | 043-390-0000-4260                 | 960.88    |
|         |           |  | i1176       |       | ROUTINE MAINT. & EMERG. A/C REPAI |           |

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| Voucher | Date      | Vendor                              | Invoice        | PO #  | Description/Account               | Amount    |
|---------|-----------|-------------------------------------|----------------|-------|-----------------------------------|-----------|
| 238104  | 11/4/2024 | 890898 TETRA MECHANICAL SERVICE INC | (Continued)    |       |                                   |           |
|         |           |                                     | i1177          | 13304 | 043-390-0000-4260                 | 1,245.50  |
|         |           |                                     |                | 13304 | ROUTINE MAINT. & EMERG. A/C REPAI |           |
|         |           |                                     | i1187          |       | 043-390-0000-4260                 | 340.00    |
|         |           |                                     |                | 13304 | ROUTINE MAINT. & EMERG. A/C REPAI |           |
|         |           |                                     |                |       | 043-390-0000-4260                 | 170.00    |
|         |           |                                     |                |       | Total :                           | 5,871.53  |
| 238105  | 11/4/2024 | 103205 THE GAS COMPANY              | 042-320-6900-7 |       | GAS-910 FIRST                     |           |
|         |           |                                     | 084-220-3249-3 |       | 043-390-0000-4210                 | 49.69     |
|         |           |                                     | 088-520-6400-8 |       | GAS-505 S HUNTINGTON              |           |
|         |           |                                     |                |       | 043-390-0000-4210                 | 27.22     |
|         |           |                                     | 090-620-6400-2 |       | GAS-117 MACNEIL                   |           |
|         |           |                                     |                |       | 043-390-0000-4210                 | 76.58     |
|         |           |                                     |                |       | GAS-120 N MACNEIL                 |           |
|         |           |                                     |                |       | 070-381-0000-4210                 | 6.79      |
|         |           |                                     |                |       | 072-360-0000-4210                 | 6.79      |
|         |           |                                     |                |       | 043-390-0000-4210                 | 13.57     |
|         |           |                                     | 143-287-8131-6 |       | GAS-208 PARK                      |           |
|         |           |                                     |                |       | 043-390-0000-4210                 | 44.98     |
|         |           |                                     |                |       | Total :                           | 225.62    |
| 238106  | 11/4/2024 | 101528 THE HOME DEPOT CRC           | 0803886        |       | ELECT. CONDUIT FOR SCADA RES 2&   |           |
|         |           |                                     | 1390647        |       | 070-384-0000-4310                 | 850.64    |
|         |           |                                     | 1762581        |       | ELECT. CONDUIT FOR SCADA RES 2&   |           |
|         |           |                                     |                |       | 070-384-0000-4310                 | 521.79    |
|         |           |                                     | 2014618        |       | ICE MACHINE RETURNED              |           |
|         |           |                                     |                |       | 001-420-0000-4300                 | -1,573.70 |
|         |           |                                     | 2307461        |       | SMALL TOOLS & PPE                 |           |
|         |           |                                     |                |       | 001-311-0000-4300                 | 391.44    |
|         |           |                                     |                |       | SMALL TABLE                       |           |
|         |           |                                     |                |       | 041-320-0000-4300                 | 72.75     |
|         |           |                                     | 5290053        |       | ICE MACHINE                       |           |
|         |           |                                     |                |       | 001-420-0000-4300                 | 1,573.70  |
|         |           |                                     | 5444780        |       | ICE MACHINE RETURNED              |           |
|         |           |                                     |                |       | 001-420-0000-4300                 | -1,748.55 |
|         |           |                                     | 6021244        |       | SIDEWALK SPRINKLER REPAIRS        |           |

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| Voucher | Date      | Vendor                               | Invoice     | PO #  | Description/Account                                   | Amount          |
|---------|-----------|--------------------------------------|-------------|-------|---|-----------------|
| 238106  | 11/4/2024 | 101528 THE HOME DEPOT CRC            | (Continued) |       |   |                 |
|         |           |                                      | 7010045     |       | 001-311-0000-4300<br>SIDEWALK IRRIGATION REPAIRS      | 82.30           |
|         |           |                                      | 8870358     |       | 001-311-0000-4300<br>ICE MACHINE                      | 119.47          |
|         |           |                                      |             |       | 001-420-0000-4300                                     | 1,748.55        |
|         |           |                                      |             |       | <b>Total :</b>  | <b>2,038.39</b> |
| 238107  | 11/4/2024 | 894052 THE LANGUAGE PROS, INC.       | 1867        |       | INTERPRETATION AND TRANSLATION :                      |                 |
|         |           |                                      | 1868        | 13219 | 001-101-0000-4270<br>INTERPRETATION AND TRANSLATION : | 975.69          |
|         |           |                                      |             | 13219 | 001-101-0000-4270                                     | 540.00          |
|         |           |                                      |             |       | <b>Total :</b>  | <b>1,515.69</b> |
| 238108  | 11/4/2024 | 887939 ULINE SHIPPING SUPPLIES       | 184181847   |       | HAND-HELD STOP SIGNS                                  |                 |
|         |           |                                      |             |       | 110-225-3628-4300                                     | 344.33          |
|         |           |                                      |             |       | <b>Total :</b>  | <b>344.33</b>   |
| 238109  | 11/4/2024 | 103439 UPS                           | 831954404   |       | COURIER SERVICE                                       |                 |
|         |           |                                      |             |       | 001-190-0000-4280                                     | 131.60          |
|         |           |                                      |             |       | <b>Total :</b>  | <b>131.60</b>   |
| 238110  | 11/4/2024 | 894888 US BANCORP SERVICE CENTER INC | 092524      |       | FOOD/SNACKS FOR EXECUTIVE RETR                        |                 |
|         |           |                                      |             |       | 001-105-0000-4270                                     | 71.51           |
|         |           |                                      |             |       | <b>Total :</b>  | <b>71.51</b>    |
| 238111  | 11/4/2024 | 103449 USA BLUE BOOK                 | INV00486942 |       | FOR MISC. WATER SUPPLIES                              |                 |
|         |           |                                      | INV00487486 | 13295 | 070-384-0000-4300<br>FOR MISC. WATER SUPPLIES         | 960.90          |
|         |           |                                      | INV00491235 | 13295 | 070-384-0000-4300<br>FOR MISC. WATER SUPPLIES         | 339.19          |
|         |           |                                      | INV00496972 | 13295 | 070-384-0000-4300<br>FOR MISC. WATER SUPPLIES         | 183.27          |
|         |           |                                      | INV00500610 | 13295 | 070-384-0000-4300<br>FOR MISC. WATER SUPPLIES         | 339.19          |
|         |           |                                      | INV00502512 | 13295 | 070-384-0000-4300<br>FOR MISC. WATER SUPPLIES         | 61.09           |

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| Voucher | Date      | Vendor                           | Invoice             | PO #  | Description/Account                                   | Amount          |
|---------|-----------|----------------------------------|---------------------|-------|---|-----------------|
| 238111  | 11/4/2024 | 103449 USA BLUE BOOK             | (Continued)         |       |   |                 |
|         |           |                                  |                     | 13295 | 070-384-0000-4300                                     | 122.18          |
|         |           |                                  |                     |       | <b>Total :</b>  | <b>2,005.82</b> |
| 238112  | 11/4/2024 | 893740 UTILITY SYSTEMS SCIENCE & | COSF_07/09-08/08/24 |       | CLOUD BASED FLOW MONITORING - S                       |                 |
|         |           |                                  | COSF_08/09-09/08/24 | 13324 | 072-360-0000-4260<br>CLOUD BASED FLOW MONITORING - S  | 770.00          |
|         |           |                                  | COSF_09/09-10/08/24 | 13324 | 072-360-0000-4260<br>CLOUD BASED FLOW MONITORING - S  | 770.00          |
|         |           |                                  | COSF_10/1-10/31/24  | 13324 | 072-360-0000-4260<br>SEWER FLOW MONITORING & WASTE    | 770.00          |
|         |           |                                  | COSF_7/1-7/31/24    | 13325 | 072-360-0000-4260<br>SEWER FLOW MONITORING & WASTE    | 540.00          |
|         |           |                                  | COSF_7/1-7/31/24    | 13325 | 072-360-0000-4260<br>SEWER FLOW MONITORING & WASTE    | 540.00          |
|         |           |                                  | COSF_8/1-8/31/24    | 13325 | 072-360-0000-4260<br>SEWER FLOW MONITORING & WASTE    | 1,200.00        |
|         |           |                                  | COSF_9/1-9/31/24    | 13325 | 072-360-0000-4260<br>SEWER FLOW MONITORING & WASTE    | 540.00          |
|         |           |                                  |                     | 13325 | 072-360-0000-4260                                     | 540.00          |
|         |           |                                  |                     |       | <b>Total :</b>  | <b>5,670.00</b> |
| 238113  | 11/4/2024 | 103529 VALLEY ALARM              | 1168501             |       | SECURITY SYSTEM FOR UPPER RESE                        |                 |
|         |           |                                  | 1176626             | 13326 | 070-384-0000-4260<br>SECURITY SYSTEM FOR UPPER RESE   | 1,975.00        |
|         |           |                                  | 1184649             | 13326 | 070-384-0000-4260<br>SECURITY SYSTEM FOR UPPER RESE   | 495.00          |
|         |           |                                  | 1185152             | 13326 | 070-384-0000-4260<br>SECURITY SYSTEM FOR UPPER RESE   | 500.00          |
|         |           |                                  | 1186642             | 13326 | 070-384-0000-4260<br>SECURITY SYSTEM FOR UPPER RESE   | 2,500.00        |
|         |           |                                  |                     | 13326 | 070-384-0000-4260                                     | 2,500.00        |
|         |           |                                  |                     |       | <b>Total :</b>  | <b>7,970.00</b> |
| 238114  | 11/4/2024 | 103534 VALLEY LOCKSMITH          | 0124                |       | LOCKSMITH SERVICES FOR ALL FACIL                      |                 |
|         |           |                                  | 0125                | 13306 | 043-390-0000-4330<br>LOCKSMITH SERVICES FOR ALL FACIL | 382.80          |

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| Voucher | Date      | Vendor                          | Invoice      | PO #  | Description/Account                                   | Amount          |
|---------|-----------|---------------------------------|--------------|-------|---|-----------------|
| 238114  | 11/4/2024 | 103534 VALLEY LOCKSMITH         | (Continued)  |       |   |                 |
|         |           |                                 | 0165         | 13306 | 043-390-0000-4330<br>LOCKSMITH SERVICES FOR ALL FACIL | 478.90          |
|         |           |                                 | 0167         | 13306 | 043-390-0000-4330<br>LOCKSMITH SERVICES FOR ALL FACIL | 150.00          |
|         |           |                                 | 0277         | 13306 | 043-390-0000-4330<br>LOCKSMITH SERVICES FOR ALL FACIL | 435.00          |
|         |           |                                 | 0348         | 13306 | 043-390-0000-4330<br>LOCKSMITH SERVICES FOR ALL FACIL | 450.00          |
|         |           |                                 |              | 13306 | 043-390-0000-4330                                     | 190.00          |
|         |           |                                 |              |       | <b>Total :</b>  | <b>2,086.70</b> |
| 238115  | 11/4/2024 | 889644 VERIZON BUSINESS         | 6795289      |       | CITY HALL LONG DISTANCE<br>001-190-0000-4220          | 168.44          |
|         |           |                                 | 6795290      |       | CITY YARD LONG DISTANCE<br>070-384-0000-4220          | 50.53           |
|         |           |                                 | 6795291      |       | CITY HALL LONG DISTANCE<br>001-190-0000-4220          | 84.29           |
|         |           |                                 | 6795292      |       | POLICE LONG DISTANCE<br>001-222-0000-4220             | 252.61          |
|         |           |                                 | 6795293      |       | CITY YARD LONG DISTANCE<br>070-384-0000-4220          | 33.69           |
|         |           |                                 | 6795294      |       | PARKS LONG DISTANCE<br>001-420-0000-4220              | 38.42           |
|         |           |                                 | 6795799      |       | PW LONG DISTANCE<br>001-310-0000-4220                 | 16.85           |
|         |           |                                 | 6795810      |       | CITY HALL LONG DISTANCE<br>001-190-0000-4220          | 185.48          |
|         |           |                                 |              |       | <b>Total :</b>  | <b>830.31</b>   |
| 238116  | 11/4/2024 | 103584 VIEJAS CASINO & RESORT   | DEPOSIT      |       | DEPOSIT-SR CLUB DAY TRIP ON 12/07/<br>004-2383        | 1,100.00        |
|         |           |                                 |              |       | <b>Total :</b>  | <b>1,100.00</b> |
| 238117  | 11/4/2024 | 103603 VULCAN MATERIALS COMPANY | 99467-219484 | 13296 | UTILITY TRENCH AND POTHOLE REPA<br>070-383-0000-4310  | 1,261.74        |
|         |           |                                 | 99467-219484 |       | UTILITY TRENCH AND POTHOLE REPA                       |                 |

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| Voucher | Date                           | Vendor                          | Invoice     | PO #  | Description/Account                            | Amount              |
|---------|--------------------------------|---------------------------------|-------------|-------|--|---------------------|
| 238117  | 11/4/2024                      | 103603 VULCAN MATERIALS COMPANY | (Continued) |       |  |                     |
|         |                                |                                 |             | 13296 | 070-383-0000-4310                              | 1,258.09            |
|         |                                |                                 |             |       | <b>Total :</b>                                 | <b>2,519.83</b>     |
| 238118  | 11/4/2024                      | 891531 WILLDAN ENGINEERING      | 00339421    |       | NPDES CONSULTING SERVICES<br>023-311-0000-4270 | 11,115.26           |
|         |                                |                                 | 00339563    | 13318 | NPDES CONSULTING SERVICES<br>023-311-0000-4270 | 13,581.37           |
|         |                                |                                 |             | 13318 |  | 24,696.63           |
|         |                                |                                 |             |       | <b>Total :</b>                                 | <b>24,696.63</b>    |
| 125     | Vouchers for bank code : bank3 |                                 |             |       | <b>Bank total :</b>                            | <b>1,394,299.75</b> |
| 125     | Vouchers in this report        |                                 |             |       | <b>Total vouchers :</b>                        | <b>1,394,299.75</b> |

Voucher Registers are not final until approved by Council.

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## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 24-111vchlist  
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| Voucher                          | Date      | Vendor                    | Invoice | PO # | Description/Account                       | Amount                           |
|----------------------------------|-----------|---------------------------|---------|------|---|----------------------------------|
| 237887                           | 11/1/2024 | 100286 BAKER, BEVERLY     | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 184.72                           |
|                                  |           |                           |         |      | <b>Total :</b>                            | <b>184.72</b>                    |
| 237888                           | 11/1/2024 | 100916 DEIBEL, PAUL       | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15                           |
|                                  |           |                           |         |      | <b>Total :</b>                            | <b>291.15</b>                    |
| 237889                           | 11/1/2024 | 101781 KISHITA, ROBERT    | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 167.79                           |
|                                  |           |                           |         |      | <b>Total :</b>                            | <b>167.79</b>                    |
| 237890                           | 11/1/2024 | 101926 LILES, RICHARD     | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15                           |
|                                  |           |                           |         |      | <b>Total :</b>                            | <b>291.15</b>                    |
| 237891                           | 11/1/2024 | 102126 MARTINEZ, MIGUEL   | 24-Nov  |      | CALPERS HEALTH REIMB<br>070-180-0000-4127 | 708.41                           |
|                                  |           |                           |         |      | <b>Total :</b>                            | <b>708.41</b>                    |
| 237892                           | 11/1/2024 | 891354 RAMIREZ, ROSALINDA | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 167.79                           |
|                                  |           |                           |         |      | <b>Total :</b>                            | <b>167.79</b>                    |
| 237893                           | 11/1/2024 | 892782 TIGHE, DONNA       | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 167.79                           |
|                                  |           |                           |         |      | <b>Total :</b>                            | <b>167.79</b>                    |
| 7 Vouchers for bank code : bank3 |           |                           |         |      |   | <b>Bank total : 1,978.80</b>     |
| 7 Vouchers in this report        |           |                           |         |      |   | <b>Total vouchers : 1,978.80</b> |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------|--------|---------|------|---------------------|--------|
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Voucher Registers are not final until approved by Council.

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## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 24-111vchlist  
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| Voucher | Date      | Vendor                        | Invoice | PO # | Description/Account                       | Amount   |
|---------|-----------|-------------------------------|---------|------|---|----------|
| 237894  | 11/1/2024 | 894452 ABDALLAH, MARIA G.     | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 2,021.49 |
|         |           |                               |         |      | Total :                                   | 2,021.49 |
| 237895  | 11/1/2024 | 100091 AGORICHAS, JOHN        | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15   |
|         |           |                               |         |      | Total :                                   | 291.15   |
| 237896  | 11/1/2024 | 891039 AGUILAR, JESUS         | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 492.58   |
|         |           |                               |         |      | Total :                                   | 492.58   |
| 237897  | 11/1/2024 | 100104 ALBA, ANTHONY          | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 739.30   |
|         |           |                               |         |      | Total :                                   | 739.30   |
| 237898  | 11/1/2024 | 891011 APODACA-GRASS, ROBERTA | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15   |
|         |           |                               |         |      | Total :                                   | 291.15   |
| 237899  | 11/1/2024 | 100260 AVILA, FRANK           | 24-Nov  |      | CALPERS HEALTH REIMB<br>041-180-0000-4127 | 1,573.82 |
|         |           |                               |         |      | Total :                                   | 1,573.82 |
| 237900  | 11/1/2024 | 100306 BARNARD, LARRY         | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 873.00   |
|         |           |                               |         |      | Total :                                   | 873.00   |
| 237901  | 11/1/2024 | 100346 BELDEN, KENNETH M.     | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,396.00 |
|         |           |                               |         |      | Total :                                   | 1,396.00 |
| 237902  | 11/1/2024 | 892233 BUZZELL, CAROL         | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 184.72   |
|         |           |                               |         |      | Total :                                   | 184.72   |
| 237903  | 11/1/2024 | 102127 CABRERA, KATHY         | 24-Nov  |      | CALPERS HEALTH REIMB                      |          |

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| Voucher | Date      | Vendor                     | Invoice     | PO # | Description/Account                       | Amount   |
|---------|-----------|----------------------------|-------------|------|---|----------|
| 237903  | 11/1/2024 | 102127 CABRERA, KATHY      | (Continued) |      | 001-180-0000-4127                         | 1,356.30 |
|         |           |                            |             |      | Total :                                   | 1,356.30 |
| 237904  | 11/1/2024 | 891350 CALZADA, FRANK      | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 526.44   |
|         |           |                            |             |      | Total :                                   | 526.44   |
| 237905  | 11/1/2024 | 100642 CASTRO, RICO        | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 2,105.94 |
|         |           |                            |             |      | Total :                                   | 2,105.94 |
| 237906  | 11/1/2024 | 103816 CHAVEZ, ELENA       | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 855.67   |
|         |           |                            |             |      | Total :                                   | 855.67   |
| 237907  | 11/1/2024 | 100752 COLELLI, CHRISTIAN  | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 2,093.07 |
|         |           |                            |             |      | Total :                                   | 2,093.07 |
| 237908  | 11/1/2024 | 891014 CREEKMORE, CASIMIRA | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15   |
|         |           |                            |             |      | Total :                                   | 291.15   |
| 237909  | 11/1/2024 | 893711 DAVIS, JAMES        | 24-Nov      |      | CALPERS HEALTH REIMB<br>072-180-0000-4127 | 1,581.28 |
|         |           |                            |             |      | Total :                                   | 1,581.28 |
| 237910  | 11/1/2024 | 100913 DECKER, CATHERINE   | 24-Nov      |      | CALPERS HEALTH REIMB<br>070-180-0000-4127 | 263.02   |
|         |           |                            |             |      | Total :                                   | 263.02   |
| 237911  | 11/1/2024 | 100925 DELGADO, RALPH      | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 526.44   |
|         |           |                            |             |      | Total :                                   | 526.44   |
| 237912  | 11/1/2024 | 101667 DIAZ, EVELYN        | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 899.00   |

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| Voucher | Date      | Vendor                     | Invoice     | PO # | Description/Account  | Amount                             |
|---------|-----------|----------------------------|-------------|------|--|------------------------------------|
| 237912  | 11/1/2024 | 101667 101667 DIAZ, EVELYN | (Continued) |      |  | Total : 899.00                     |
| 237913  | 11/1/2024 | 100960 DIEDIKER, VIRGINIA  | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 291.15<br>Total : 291.15           |
| 237914  | 11/1/2024 | 100996 DRAKE, JOYCE        | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 291.15<br>Total : 291.15           |
| 237915  | 11/1/2024 | 100995 DRAKE, MICHAEL      | 24-Nov      |      | CALPERS HEALTH REIMB<br>070-180-0000-4127<br>072-180-0000-4127 | 145.58<br>145.57<br>Total : 291.15 |
| 237916  | 11/1/2024 | 100997 DRAPER, CHRISTOPHER | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 2,093.07<br>Total : 2,093.07       |
| 237917  | 11/1/2024 | 101044 ELEY, JEFFREY       | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 2,214.00<br>Total : 2,214.00       |
| 237918  | 11/1/2024 | 891040 FISHKIN, RIVIAN     | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 167.79<br>Total : 167.79           |
| 237919  | 11/1/2024 | 101178 FLORES, ADRIAN      | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 1,356.30<br>Total : 1,356.30       |
| 237920  | 11/1/2024 | 101182 FLORES, MIGUEL      | 24-Nov      |      | CALPERS HEALTH REIMB<br>043-180-0000-4127                      | 1,356.30<br>Total : 1,356.30       |
| 237921  | 11/1/2024 | 892103 GAJDOS, BETTY       | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 167.79                             |

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| Voucher | Date      | Vendor                      | Invoice     | PO # | Description/Account                       | Amount                       |
|---------|-----------|-----------------------------|-------------|------|---|------------------------------|
| 237921  | 11/1/2024 | 892103 892103 GAJDOS, BETTY | (Continued) |      |   | Total : 167.79               |
| 237922  | 11/1/2024 | 894378 GARCIA, BERTHA       | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 708.41<br>Total : 708.41     |
| 237923  | 11/1/2024 | 891351 GARCIA, DEBRA        | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 2,136.72<br>Total : 2,136.72 |
| 237924  | 11/1/2024 | 101281 GARIBAY, SAUL        | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 2,532.39<br>Total : 2,532.39 |
| 237925  | 11/1/2024 | 101318 GLASGOW, KEVIN       | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 2,093.07<br>Total : 2,093.07 |
| 237926  | 11/1/2024 | 101333 GODINEZ, FRAZIER C.  | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,810.29<br>Total : 1,810.29 |
| 237927  | 11/1/2024 | 101409 GUERRA, LAUREN E     | 24-Nov      |      | CALPERS HEALTH REIMB<br>072-180-0000-4127 | 599.65<br>Total : 599.65     |
| 237928  | 11/1/2024 | 891021 GUIZA, JENNIE        | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15<br>Total : 291.15     |
| 237929  | 11/1/2024 | 102896 GUZMAN, ROSA         | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 855.67<br>Total : 855.67     |
| 237930  | 11/1/2024 | 891352 HADEN, SUSANNA       | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 708.41<br>Total : 708.41     |

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| Voucher | Date      | Vendor                        | Invoice | PO # | Description/Account                       | Amount                      |
|---------|-----------|-------------------------------|---------|------|---|-----------------------------|
| 237931  | 11/1/2024 | 101440 HALCON, ERNEST         | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,396.00<br><b>1,396.00</b> |
| 237932  | 11/1/2024 | 101672 HANCHETT, NICHOLE      | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,441.88<br><b>1,441.88</b> |
| 237933  | 11/1/2024 | 891918 HARTWELL, BRUCE        | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 739.30<br><b>739.30</b>     |
| 237934  | 11/1/2024 | 101465 HARVEY, DAVID          | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 167.79<br><b>167.79</b>     |
| 237935  | 11/1/2024 | 101466 HARVEY, DEVERY MICHAEL | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 873.00<br><b>873.00</b>     |
| 237936  | 11/1/2024 | 101471 HASBUN, NAZRI A.       | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 235.68<br><b>235.68</b>     |
| 237937  | 11/1/2024 | 891023 HATFIELD, JAMES        | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 739.30<br><b>739.30</b>     |
| 237938  | 11/1/2024 | 892104 HERNANDEZ, ALFONSO     | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 739.30<br><b>739.30</b>     |
| 237939  | 11/1/2024 | 891024 HOOKER, RAYMOND        | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15<br><b>291.15</b>     |
| 237940  | 11/1/2024 | 893616 HOUGH, LOIS            | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 184.72                      |

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| Voucher | Date      | Vendor                       | Invoice     | PO # | Description/Account                       | Amount                      |
|---------|-----------|------------------------------|-------------|------|---|-----------------------------|
| 237940  | 11/1/2024 | 893616 893616 HOUGH, LOIS    | (Continued) |      |   | <b>184.72</b>               |
| 237941  | 11/1/2024 | 101597 IBRAHIM, SAMIR        | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 492.58<br><b>492.58</b>     |
| 237942  | 11/1/2024 | 101694 JACOBS, ROBERT        | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 873.00<br><b>873.00</b>     |
| 237943  | 11/1/2024 | 892105 KAHMANN, ERIC         | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 492.58<br><b>492.58</b>     |
| 237944  | 11/1/2024 | 101786 KLOTZSCHE, STEVEN     | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 575.02<br><b>575.02</b>     |
| 237945  | 11/1/2024 | 891866 KNIGHT, DONNA         | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 161.43<br><b>161.43</b>     |
| 237946  | 11/1/2024 | 891043 LIEBERMAN, LEONARD    | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 167.79<br><b>167.79</b>     |
| 237947  | 11/1/2024 | 101933 LITTLEFIELD, LESLEY   | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15<br><b>291.15</b>     |
| 237948  | 11/1/2024 | 102045 LLAMAS-RIVERA, MARCOS | 24-Nov      |      | CALPERS HEALTH REIMB<br>070-180-0000-4127 | 1,652.90<br><b>1,652.90</b> |
| 237949  | 11/1/2024 | 102059 MACK, MARSHALL        | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 599.65<br><b>599.65</b>     |

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| Voucher | Date      | Vendor                    | Invoice | PO # | Description/Account                       | Amount                      |
|---------|-----------|---------------------------|---------|------|---|-----------------------------|
| 237950  | 11/1/2024 | 891010 MAERTZ, ALVIN      | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 479.86<br><b>479.86</b>     |
| 237951  | 11/1/2024 | 888037 MARTINEZ, ALVARO   | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,189.20<br><b>1,189.20</b> |
| 237952  | 11/1/2024 | 102206 MILLER, WILMA      | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15<br><b>291.15</b>     |
| 237953  | 11/1/2024 | 102212 MIRAMONTES, MONICA | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 628.36<br><b>628.36</b>     |
| 237954  | 11/1/2024 | 102232 MIURA, HOWARD      | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15<br><b>291.15</b>     |
| 237955  | 11/1/2024 | 892106 MONTAN, EDWARD     | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 184.72<br><b>184.72</b>     |
| 237956  | 11/1/2024 | 102443 OKAFOR, MICHAEL    | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,884.73<br><b>1,884.73</b> |
| 237957  | 11/1/2024 | 102473 ORDELHEIDE, ROBERT | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 2,146.00<br><b>2,146.00</b> |
| 237958  | 11/1/2024 | 102486 ORSINI, TODD       | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 2,102.76<br><b>2,102.76</b> |
| 237959  | 11/1/2024 | 102569 PARKS, ROBERT      | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 2,214.00                    |

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| Voucher | Date      | Vendor                      | Invoice     | PO # | Description/Account                       | Amount                      |
|---------|-----------|-----------------------------|-------------|------|---|-----------------------------|
| 237959  | 11/1/2024 | 102569 102569 PARKS, ROBERT | (Continued) |      |   | <b>2,214.00</b>             |
| 237960  | 11/1/2024 | 102580 PATINO, ARMANDO      | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 2,214.00<br><b>2,214.00</b> |
| 237961  | 11/1/2024 | 102527 PISCITELLI, ANTHONY  | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 526.44<br><b>526.44</b>     |
| 237962  | 11/1/2024 | 891033 POLLOCK, CHRISTINE   | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 308.00<br><b>308.00</b>     |
| 237963  | 11/1/2024 | 102735 QUINONEZ, MARIA      | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,573.82<br><b>1,573.82</b> |
| 237964  | 11/1/2024 | 891034 RAMSEY, JAMES        | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15<br><b>291.15</b>     |
| 237965  | 11/1/2024 | 102788 RAYGOZA, JOSE LUIS   | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,810.29<br><b>1,810.29</b> |
| 237966  | 11/1/2024 | 102864 RIVETTI, DOMINICK    | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 873.00<br><b>873.00</b>     |
| 237967  | 11/1/2024 | 887872 ROSENBERG, IRWIN     | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,810.29<br><b>1,810.29</b> |
| 237968  | 11/1/2024 | 102936 RUELAS, MARCO        | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 989.86<br><b>989.86</b>     |

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| Voucher | Date      | Vendor                     | Invoice | PO # | Description/Account                       | Amount                      |
|---------|-----------|----------------------------|---------|------|---|-----------------------------|
| 237969  | 11/1/2024 | 102940 RUIZ, RONALD        | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 599.65<br><b>599.65</b>     |
| 237970  | 11/1/2024 | 891044 RUSSUM, LINDA       | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 167.79<br><b>167.79</b>     |
| 237971  | 11/1/2024 | 103005 SALAZAR, TONY       | 24-Nov  |      | CALPERS HEALTH REIMB<br>070-180-0000-4127 | 1,356.30<br><b>1,356.30</b> |
| 237972  | 11/1/2024 | 103118 SENDA, OCTAVIO      | 24-Nov  |      | CALPERS HEALTH REIMB<br>043-180-0000-4127 | 1,810.29<br><b>1,810.29</b> |
| 237973  | 11/1/2024 | 892107 SHANAHAN, MARK      | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 492.58<br><b>492.58</b>     |
| 237974  | 11/1/2024 | 891035 SHERWOOD, NINA      | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15<br><b>291.15</b>     |
| 237975  | 11/1/2024 | 103175 SKOBIN, ROMELIA     | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,438.01<br><b>1,438.01</b> |
| 237976  | 11/1/2024 | 893677 SOLIS, MARGARITA    | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 547.69<br><b>547.69</b>     |
| 237977  | 11/1/2024 | 103220 SOMERVILLE, MICHAEL | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,706.00<br><b>1,706.00</b> |
| 237978  | 11/1/2024 | 889588 UFANO, VIRGINIA     | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 167.79                      |

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| Voucher | Date      | Vendor                              | Invoice     | PO # | Description/Account                       | Amount                      |
|---------|-----------|-------------------------------------|-------------|------|---|-----------------------------|
| 237978  | 11/1/2024 | 889588 889588 UFANO, VIRGINIA       | (Continued) |      |   | <b>167.79</b>               |
| 237979  | 11/1/2024 | 103516 VAIRO, ANTHONY               | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,706.00<br><b>1,706.00</b> |
| 237980  | 11/1/2024 | 888417 VALDIVIA, LAURA              | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15<br><b>291.15</b>     |
| 237981  | 11/1/2024 | 103550 VANICEK, JAMES               | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,573.82<br><b>1,573.82</b> |
| 237982  | 11/1/2024 | 103562 VASQUEZ, JOEL                | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 2,214.00<br><b>2,214.00</b> |
| 237983  | 11/1/2024 | 888562 VILLALPANDO, SEBASTIAN FRANK | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 492.58<br><b>492.58</b>     |
| 237984  | 11/1/2024 | 103692 VILLALVA, FRANCISCO          | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,810.29<br><b>1,810.29</b> |
| 237985  | 11/1/2024 | 891038 WAITE, CURTIS                | 24-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 739.30<br><b>739.30</b>     |
| 237986  | 11/1/2024 | 103612 WALKER, MICHAEL              | 24-Nov      |      | CALPERS HEALTH REIMB<br>027-180-0000-4127 | 167.79<br><b>167.79</b>     |
| 237987  | 11/1/2024 | 103620 WARREN, DALE                 | 24-Nov      |      | CALPERS HEALTH REIMB<br>072-180-0000-4127 | 167.79<br><b>167.79</b>     |

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10/31/2024 10:29:58AMVoucher List  
CITY OF SAN FERNANDO

Page: 11

Bank code : bank3

| Voucher | Date                     | Vendor                  | Invoice | PO # | Description/Account                       | Amount    |
|---------|--------------------------|-------------------------|---------|------|---|-----------|
| 237988  | 11/1/2024                | 891036 WATT, DAVID      | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 739.30    |
|         |                          |                         |         |      | Total :                                   | 739.30    |
| 237989  | 11/1/2024                | 893690 WATTS, STEVE M.  | 24-Nov  |      | CALPERS HEALTH REIMB<br>072-180-0000-4127 | 1,033.20  |
|         |                          |                         |         |      | Total :                                   | 1,033.20  |
| 237990  | 11/1/2024                | 891037 WEBB, NANCY      | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15    |
|         |                          |                         |         |      | Total :                                   | 291.15    |
| 237991  | 11/1/2024                | 103643 WEDDING, JEROME  | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 739.30    |
|         |                          |                         |         |      | Total :                                   | 739.30    |
| 237992  | 11/1/2024                | 103727 WYSBEEK, DOUDE   | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 291.15    |
|         |                          |                         |         |      | Total :                                   | 291.15    |
| 237993  | 11/1/2024                | 103737 YNIGUEZ, LEONARD | 24-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 739.30    |
|         |                          |                         |         |      | Total :                                   | 739.30    |
| 100     | Vouchers for bank code : |                         | bank3   |      | Bank total :                              | 93,822.35 |
| 100     | Vouchers in this report  |                         |         |      | Total vouchers :                          | 93,822.35 |

Voucher Registers are not final until approved by Council.

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## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 24-111

vchlist

10/21/2024

4:05:59PM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

| Voucher                          | Date       | Vendor                          | Invoice         | PO # | Description/Account               | Amount   |
|----------------------------------|------------|---------------------------------|-----------------|------|-----------------------------------|----------|
| 237884                           | 10/15/2024 | 893115 P.E.R.S. CITY RETIREMENT | 100000017636347 |      | EMPL CONTRIB VARIANCE-09/07-09/20 |          |
|                                  |            |                                 |                 |      | 018-222-0000-4124                 | 235.91   |
|                                  |            |                                 |                 |      | 018-224-0000-4124                 | 176.93   |
|                                  |            |                                 |                 |      | 018-225-0000-4124                 | 2,536.02 |
|                                  |            |                                 |                 |      | Total :                           | 2,948.86 |
| 237885                           | 10/16/2024 | 893115 P.E.R.S. CITY RETIREMENT | 100000017672794 |      | EMPL CONTRIB VARIANCE-09/21-10/04 |          |
|                                  |            |                                 |                 |      | 018-222-0000-4124                 | 125.33   |
|                                  |            |                                 |                 |      | 018-224-0000-4124                 | 94.00    |
|                                  |            |                                 |                 |      | 018-225-0000-4124                 | 1,347.31 |
|                                  |            |                                 |                 |      | Total :                           | 1,566.64 |
| 2 Vouchers for bank code : bank3 |            |                                 |                 |      | Bank total :                      | 4,515.50 |
| 2 Vouchers in this report        |            |                                 |                 |      | Total vouchers :                  | 4,515.50 |

Voucher Registers are not final until approved by Council.

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## SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 24-111

vchlist

10/24/2024 10:33:59AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

| Voucher | Date                     | Vendor                      | Invoice     | PO # | Description/Account            | Amount     |
|---------|--------------------------|-----------------------------|-------------|------|--------------------------------|------------|
| 237886  | 10/24/2024               | 103648 CITY OF SAN FERNANDO | PR 10/25/24 |      | REIMB FOR PAYROLL W/E 10/18/24 |            |
|         |                          |                             |             |      | 001-1003                       | 646,037.91 |
|         |                          |                             |             |      | 007-1003                       | 2,241.18   |
|         |                          |                             |             |      | 017-1003                       | 693.83     |
|         |                          |                             |             |      | 027-1003                       | 2,453.00   |
|         |                          |                             |             |      | 028-1003                       | 1,143.22   |
|         |                          |                             |             |      | 029-1003                       | 4,102.77   |
|         |                          |                             |             |      | 041-1003                       | 7,256.25   |
|         |                          |                             |             |      | 043-1003                       | 27,259.04  |
|         |                          |                             |             |      | 070-1003                       | 66,597.51  |
|         |                          |                             |             |      | 072-1003                       | 20,641.98  |
|         |                          |                             |             |      | 074-1003                       | 1,118.53   |
|         |                          |                             |             |      | 094-1003                       | 1,143.25   |
|         |                          |                             |             |      | 110-1003                       | 11,858.12  |
|         |                          |                             |             |      | Total :                        | 792,546.59 |
| 1       | Vouchers for bank code : |                             | bank3       |      | Bank total :                   | 792,546.59 |
| 1       | Vouchers in this report  |                             |             |      | Total vouchers :               | 792,546.59 |

Voucher Registers are not final until approved by Council.

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## SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 24-111vchlist  
11/06/2024 10:19:40AMVoucher List  
CITY OF SAN FERNANDO

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Bank code : bank3

| Voucher                          | Date      | Vendor          | Invoice  | PO # | Description/Account                      | Amount                      |
|----------------------------------|-----------|-----------------|----------|------|--|-----------------------------|
| 238119                           | 11/6/2024 | 102519 P.E.R.S. | NOV 2024 |      | HEALTH INS BENEFITS-NOV 2024<br>001-1160 | 198,004.50                  |
| Total :                          |           |                 |          |      |  | 198,004.50                  |
| 1 Vouchers for bank code : bank3 |           |                 |          |      |  | Bank total : 198,004.50     |
| 1 Vouchers in this report        |           |                 |          |      |  | Total vouchers : 198,004.50 |

Voucher Registers are not final until approved by Council.

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## SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 24-111vchlist  
11/06/2024 4:48:23PMVoucher List  
CITY OF SAN FERNANDO

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Bank code : bank3

| Voucher                          | Date      | Vendor           | Invoice | PO # | Description/Account                                    | Amount                    |
|----------------------------------|-----------|------------------|---------|------|--|---------------------------|
| 238120                           | 11/6/2024 | 893414 PORAC RMT | 110624  |      | UNPAID RMTA BENEFITS -E. ESQUIVEL<br>001-225-0000-4129 | 5,325.00                  |
| Total :                          |           |                  |         |      |  | 5,325.00                  |
| 1 Vouchers for bank code : bank3 |           |                  |         |      |  | Bank total : 5,325.00     |
| 1 Vouchers in this report        |           |                  |         |      |  | Total vouchers : 5,325.00 |

Voucher Registers are not final until approved by Council.

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## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 24-111

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11/07/2024

9:25:57AM

Voucher List

CITY OF SAN FERNANDO

Page:

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Bank code : bank3

| Voucher | Date      | Vendor                                | Invoice    | PO # | Description/Account                            | Amount            |
|---------|-----------|---------------------------------------|------------|------|--|-------------------|
| 238121  | 11/7/2024 | 103596 CALIFORNIA VISION SERVICE PLAN | DEMAND     |      | VISION INS BENEFITS - NOV 2024<br>001-1160     | 2,559.80          |
|         |           |                                       |            |      | <b>Total :</b>                                 | <b>2,559.80</b>   |
| 238122  | 11/7/2024 | 103648 CITY OF SAN FERNANDO           | PR 11/8/24 |      | REIMB FOR PAYROLL W/E 11/1/24<br>001-1003      | 605,289.00        |
|         |           |                                       |            |      | 007-1003                                       | 2,720.24          |
|         |           |                                       |            |      | 017-1003                                       | 194.70            |
|         |           |                                       |            |      | 027-1003                                       | 2,403.26          |
|         |           |                                       |            |      | 028-1003                                       | 1,118.21          |
|         |           |                                       |            |      | 029-1003                                       | 4,091.56          |
|         |           |                                       |            |      | 030-1003                                       | 2,793.97          |
|         |           |                                       |            |      | 041-1003                                       | 6,981.52          |
|         |           |                                       |            |      | 043-1003                                       | 27,980.14         |
|         |           |                                       |            |      | 070-1003                                       | 59,824.86         |
|         |           |                                       |            |      | 072-1003                                       | 20,427.10         |
|         |           |                                       |            |      | 074-1003                                       | 1,118.53          |
|         |           |                                       |            |      | 094-1003                                       | 1,118.23          |
|         |           |                                       |            |      | 110-1003                                       | 12,638.98         |
|         |           |                                       |            |      | <b>Total :</b>                                 | <b>748,700.30</b> |
| 238123  | 11/7/2024 | 891230 DELTA DENTAL INSURANCE COMPANY | DEMAND     |      | DENTAL INS BENEFITS - NOV 2024<br>001-1160     | 195.30            |
|         |           |                                       |            |      | <b>Total :</b>                                 | <b>195.30</b>     |
| 238124  | 11/7/2024 | 890907 DELTA DENTAL OF CALIFORNIA     | DEMAND     |      | DENTAL INS BENEFITS - NOV 2024<br>001-1160     | 12,241.04         |
|         |           |                                       |            |      | <b>Total :</b>                                 | <b>12,241.04</b>  |
| 238125  | 11/7/2024 | 103054 SAN FERNANDO POLICE            | DEMAND     |      | SFPOA STD/LTD INS BENEFITS - NOV 2<br>001-1160 | 2,480.00          |
|         |           |                                       |            |      | <b>Total :</b>                                 | <b>2,480.00</b>   |
| 238126  | 11/7/2024 | 887627 STANDARD INSURANCE             | DEMAND     |      | LIFE/AD&D INS BENEFITS - NOV 2024<br>001-1160  | 2,770.62          |

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11/07/2024

9:25:57AM

Voucher List

CITY OF SAN FERNANDO

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Bank code : bank3

| Voucher | Date      | Vendor                                  | Invoice     | PO # | Description/Account | Amount                             |
|---------|-----------|---|-------------|------|---------------------|------------------------------------|
| 238126  | 11/7/2024 | 887627 887627 STANDARD INSURANCE        | (Continued) |      |                     | <b>Total :</b> 2,770.62            |
|         |           | <b>6 Vouchers for bank code :</b> bank3 |             |      |                     | <b>Bank total :</b> 768,947.06     |
|         |           | <b>6 Vouchers in this report</b>        |             |      |                     | <b>Total vouchers :</b> 768,947.06 |

Voucher Registers are not final until approved by Council.

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**RESOLUTION NO. 24-112**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, ALLOWING AND APPROVING FOR PAYMENT DEMANDS  
PRESENTED ON DEMAND/ WARRANT REGISTER NO. 24-112**

**THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE  
AND ORDER AS FOLLOWS:**

1. That the Payment Demand/Voucher List (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of November, 2024.

---

Celeste T. Rodriguez, Mayor of the  
City of San Fernando, California

**ATTEST:**

---

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 24-112, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 18<sup>th</sup> day of November, 2024, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2024.

---

Julia Fritz, City Clerk

| vchlist               |            | Voucher List                      |               |       |                                    | Page:     | 1 |
|-----------------------|------------|-----------------------------------|---------------|-------|------------------------------------|-----------|---|
| 11/14/2024 10:53:43AM |            | CITY OF SAN FERNANDO              |               |       |                                    |           |   |
| Bank code :           |            | bank3                             |               |       |                                    |           |   |
| Voucher               | Date       | Vendor                            | Invoice       | PO #  | Description/Account                | Amount    |   |
| 238127                | 11/18/2024 | 894869 ACORN TECHNOLOGY SERVICES  | 11804         |       | INFORMATION TECHNOLOGY MANAGE      |           |   |
|                       |            |                                   |               | 13307 | 001-135-0000-4270                  | 13,280.64 |   |
|                       |            |                                   | 11829         | 13307 | INFORMATION TECHNOLOGY MANAGE      |           |   |
|                       |            |                                   |               |       | 001-135-0000-4270                  | 17,154.16 |   |
|                       |            |                                   |               |       | Total :                            | 30,434.80 |   |
| 238128                | 11/18/2024 | 894406 ADVANCE AUTO PARTS         | 8681429228236 |       | VEH. SERVICE, MAINT. & REPAIR PART |           |   |
|                       |            |                                   |               | 13254 | 041-320-0225-4400                  | 17.75     |   |
|                       |            |                                   | 8681429228239 | 13254 | VEH. SERVICE, MAINT. & REPAIR PART |           |   |
|                       |            |                                   |               | 13254 | 041-320-0225-4400                  | 330.73    |   |
|                       |            |                                   | 8681429528428 | 13254 | VEH. SERVICE, MAINT. & REPAIR PART |           |   |
|                       |            |                                   |               |       | 041-320-0370-4400                  | 29.55     |   |
|                       |            |                                   |               |       | Total :                            | 378.03    |   |
| 238129                | 11/18/2024 | 887462 AIRGAS USA, LLC            | 9154132418    |       | SAFETY ITEMS                       |           |   |
|                       |            |                                   |               |       | 043-390-0000-4300                  | 125.79    |   |
|                       |            |                                   |               |       | Total :                            | 125.79    |   |
| 238130                | 11/18/2024 | 100143 ALONSO, SERGIO             | OCT 2024      |       | MMAP INSTRUCTOR                    |           |   |
|                       |            |                                   |               | 13077 | 004-2359                           | 1,400.00  |   |
|                       |            |                                   | SEPT 2024     |       | MMAP INSTRUCTOR                    |           |   |
|                       |            |                                   |               | 13077 | 109-424-3614-4260                  | 1,120.00  |   |
|                       |            |                                   |               | 13077 | 108-424-3694-4260                  | 350.00    |   |
|                       |            |                                   |               |       | Total :                            | 2,870.00  |   |
| 238131                | 11/18/2024 | 888042 ALTEC INDUSTRIES INC.      | 12693251      |       | VEHICLE MAINT-PW4609               |           |   |
|                       |            |                                   |               |       | 041-320-0346-4400                  | 46.37     |   |
|                       |            |                                   |               |       | Total :                            | 46.37     |   |
| 238132                | 11/18/2024 | 100165 AMERICAN WATER WORKS, INC. | 36860         |       | VEHICLE MAINT-PW8086               |           |   |
|                       |            |                                   |               |       | 029-335-0000-4400                  | 41.32     |   |
|                       |            |                                   |               |       | Total :                            | 41.32     |   |
| 238133                | 11/18/2024 | 100184 ANDERSON TROPHY CO.        | 724853        |       | TROPHIES FOR YOUTH AND ADULT SP    |           |   |
|                       |            |                                   |               | 13224 | 017-420-1334-4300                  | 147.72    |   |
|                       |            |                                   | 724854        |       | TROPHIES FOR YOUTH AND ADULT SP    |           |   |

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Voucher List

CITY OF SAN FERNANDO

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Bank code : bank3

| Voucher | Date       | Vendor                                | Invoice              | PO #  | Description/Account              | Amount    |
|---------|------------|---------------------------------------|----------------------|-------|----------------------------------|-----------|
| 238133  | 11/18/2024 | 100184 ANDERSON TROPHY CO.            | (Continued)          | 13224 | 017-420-1334-4300                | 147.72    |
|         |            |                                       |                      |       | Total :                          | 295.44    |
| 238134  | 11/18/2024 | 100188 ANDY GUMP INC.                 | INV1181689           | 13298 | PORTABLE TOILET SERVICES         | 336.34    |
|         |            |                                       | INV1181690           | 13298 | PORTABLE TOILET SERVICES         | 336.49    |
|         |            |                                       |                      |       | Total :                          | 672.83    |
| 238135  | 11/18/2024 | 100222 ARROYO BUILDING MATERIALS, INC | 301525               | 13257 | FOR MISC. LOCAL HARDWARE SUPPLI  | 226.01    |
|         |            |                                       | K01361               | 13257 | FOR MISC. LOCAL HARDWARE SUPPLI  | 226.01    |
|         |            |                                       |                      |       | Total :                          | 452.02    |
| 238136  | 11/18/2024 | 102530 AT & T                         | 818-270-2203         |       | PD NETWORK LINE-OCT 2024         | 235.08    |
|         |            |                                       |                      |       | 001-222-0000-4220                | 235.08    |
|         |            |                                       |                      |       | Total :                          | 235.08    |
| 238137  | 11/18/2024 | 892412 AT&T MOBILITY                  | 287340014777X1104202 |       | PERSONNEL MANAGER CELL PHONE I   | 50.51     |
|         |            |                                       |                      |       | 001-133-0000-4220                | 50.51     |
|         |            |                                       |                      |       | Total :                          | 50.51     |
| 238138  | 11/18/2024 | 893939 AXON ENTERPRISES, INC          | INUS293604           | 12579 | BODY/VEHICLE CAMERA SYSTEM AND   | 27,388.18 |
|         |            |                                       |                      |       | 010-225-3698-4500                | 27,388.18 |
|         |            |                                       |                      |       | Total :                          | 27,388.18 |
| 238139  | 11/18/2024 | 893591 BIOMEDICAL WASTE DISPOSAL      | 144784               |       | BIOMEDICAL WASTE PICK-UP & DISPO | 110.00    |
|         |            |                                       |                      |       | 001-222-0000-4260                | 110.00    |
|         |            |                                       |                      |       | Total :                          | 110.00    |
| 238140  | 11/18/2024 | 893940 BOB BARKER COMPANY             | INV2074865           |       | INMATE CLOTHING                  | 29.28     |
|         |            |                                       | INV2075184           |       | INMATE CLOTHING                  | 480.26    |
|         |            |                                       | INV2076009           |       | INMATE CLOTHING                  | 480.26    |
|         |            |                                       |                      |       | 001-225-0000-4350                | 480.26    |

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11/14/2024 10:53:43AMVoucher List  
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

| Voucher | Date       | Vendor                    | Invoice                   | PO # | Description/Account                                  | Amount    |
|---------|------------|---------------------------|---------------------------|------|--|-----------|
| 238140  | 11/18/2024 | 893940 BOB BARKER COMPANY | (Continued)<br>INV2076365 |      | INMATE CLOTHING<br>001-225-0000-4350                 | 80.52     |
| Total : |            |                           |                           |      |  | 1,070.32  |
| 238141  | 11/18/2024 | 888800 BUSINESS CARD      | 092324                    |      | LODGING DEPOSIT-2024 EXECUTIVE<br>001-105-0000-4270  | 3,356.77  |
|         |            |                           | 100424                    |      | DEP LODGING-LEAGUE OF CA CONFEI<br>001-101-0107-4370 | 266.09    |
|         |            |                           | 100724                    |      | LODGING DEPOSIT-2024 EXECUTIVE<br>001-105-0000-4270  | 2,011.75  |
|         |            |                           | 101524                    |      | LODGING CREDIT-2024 EXECUTIVE<br>001-105-0000-4270   | -1,948.23 |
|         |            |                           | 102324                    |      | ANNUAL MEMBERSHIP DUES<br>001-105-0000-4380          | 400.00    |
|         |            |                           | 102324                    |      | BUSINESS CARDS<br>001-150-0000-4300                  | 33.50     |
|         |            |                           |                           |      | 001-222-0000-4300                                    | 311.41    |
|         |            |                           | 102424                    |      | CHATGPT PLUS MONTHLY SUBSCRIPT<br>001-105-0000-4380  | 20.00     |
|         |            |                           | 102424                    |      | COMMUNITY EVENT PERMIT (DIA DE L<br>004-2385         | 1,071.27  |
|         |            |                           | 102524                    |      | SOCIAL IMPACT SECTOR SUMMIT<br>001-422-0000-4360     | 250.00    |
|         |            |                           | 102824                    |      | ADDTL TICKETS FOR LEYENDAS DEL<br>004-2380           | 400.00    |
|         |            |                           | 102824                    |      | ITEM RETURNED<br>001-101-0000-4300                   | -375.95   |
|         |            |                           | 103124                    |      | LODGING-CALPERS EDUCATIONAL FO<br>001-130-0000-4370  | 261.09    |
|         |            |                           |                           |      | 001-133-0000-4370                                    | 261.08    |
|         |            |                           | 103124                    |      | (6) REAMS OF PERFORATED PAPER<br>004-2380            | 398.89    |
|         |            |                           | 110124                    |      | LODGING FINAL PYMNT-SPRINGBROO<br>001-130-0000-4370  | 209.75    |
|         |            |                           | 110424                    |      | RGSTR-EDDY AWARDS CEREMONY OF<br>001-107-0000-4370   | 1,520.00  |

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| 238141  | 11/18/2024 | 888800 BUSINESS CARD         | (Continued)<br>110424 |      | MONTHLY EMAIL- NOV 2024<br>001-135-0000-4260           | 2,017.18  |
|         |            |                              | 110524                |      | AD: PLANNING MANAGER RECRUITME<br>001-133-0000-4230    | 295.00    |
|         |            |                              | 110524                |      | ANNUAL SUBSCRIPTION<br>001-190-0000-4267               | 468.00    |
|         |            |                              | 110524                |      | RGSTR-2024 ICA INSTALLATION CEREI<br>001-101-0113-4370 | 50.00     |
|         |            |                              | 110724                |      | REGISTRATION-LUNCHEON ON 12/3/24<br>001-130-0000-4370  | 50.00     |
|         |            |                              | 111124                |      | AD: PLANNING MANAGER RECRUITME<br>001-133-0000-4230    | 250.00    |
| Total : |            |                              |                       |      |  | 11,577.60 |
| 238142  | 11/18/2024 | 888800 BUSINESS CARD         | 102124                |      | AIRFARE-SLI TRAINING IN FOLSOM ON<br>001-225-0000-4360 | 404.96    |
|         |            |                              | 102224                |      | RGSTR-TRAINING CONF ON 11/04-11/0<br>001-222-0000-4370 | 750.00    |
|         |            |                              | 110424                |      | LODGING-SLI TRAINING IN FOLSOM OI<br>001-225-0000-4360 | 320.70    |
|         |            |                              | 110524                |      | INMATE CLOTHING<br>001-225-0000-4350                   | 118.98    |
|         |            |                              | 110524                |      | MEMBERSHIP DUES<br>001-224-0000-4380                   | 100.00    |
|         |            |                              | 110824                |      | LODGING-SLI TRAINING IN SAN DIEGO<br>001-225-0000-4360 | 635.19    |
| Total : |            |                              |                       |      |  | 2,329.83  |
| 238143  | 11/18/2024 | 891860 CARL WARREN & COMPANY | 20696-20708           |      | REIMB TO WORKER'S COMP ACCT<br>006-1037                | 42,125.06 |
| Total : |            |                              |                       |      |  | 42,125.06 |
| 238144  | 11/18/2024 | 100472 CCAC                  | 200004015             |      | ATHENIAN DIALOGUE<br>001-115-0000-4360                 | 100.00    |
| Total : |            |                              |                       |      |  | 100.00    |

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| Voucher | Date       | Vendor                                | Invoice                            | PO #  | Description/Account  | Amount                                |
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| 238145  | 11/18/2024 | 894611 CHAPARRO, ROBERT               | 1371                               |       | DJ SERVICES-DIA DE LOS MUERTOS<br>004-2385   | 500.00<br><b>500.00</b>               |
| 238146  | 11/18/2024 | 894010 CHARTER COMMUNICATIONS         | 187702001100724<br>187702401110724 |       | PD 5G INTERNET SRVS-10/10-11/09<br>010-225-3698-4500<br>REC PARK CABLE SRVS-11/10-12/09<br>001-420-0000-4260 | 2,600.00<br>265.81<br><b>2,865.81</b> |
| 238147  | 11/18/2024 | 893645 CHASE                          | 1165                               |       | FOOTHILL PROPERTY INTEREST PAYM<br>070-385-0806-4405   | 7,979.55<br><b>7,979.55</b>           |
| 238148  | 11/18/2024 | 101957 CITY OF LOS ANGELES, FIRE DEPT | SF250000006                        |       | FIRE SERVICES-DEC 2024<br>001-500-0000-4260  | 278,951.50<br><b>278,951.50</b>       |
| 238149  | 11/18/2024 | 103029 CITY OF SAN FERNANDO           | 6741-6783                          |       | REIMB. TO WORKER'S COMP ACCT<br>006-1038   | 15,068.05<br><b>15,068.05</b>         |
| 238150  | 11/18/2024 | 890893 CITY OF SAN FERNANDO           | NOV 2024                           |       | CITY PROPERTY UTILITY BILLING<br>043-390-0000-4210   | 7,449.83<br><b>7,449.83</b>           |
| 238151  | 11/18/2024 | 100805 COOPER HARDWARE INC.           | 140716                             | 13255 | MISCELLANEOUS SUPPLIES<br>043-390-0000-4300  | 30.34<br><b>30.34</b>                 |
| 238152  | 11/18/2024 | 892687 CORE & MAIN LP                 | V612204                            | 13256 | WATER SERVICE & FIRE HYDRANT SU<br>070-385-0700-4600   | 5,452.12<br><b>5,452.12</b>           |
| 238153  | 11/18/2024 | 889794 CUELLAR, JULIE                 | NOV 2024                           |       | COMMISSIONER'S STIPEND<br>001-310-0000-4111  | 100.00<br><b>100.00</b>               |

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| 238154  | 11/18/2024 | 892888 CWE                            | F24587                | 12523          | REGIONALPARK INFILTRATION PROJE<br>010-310-0620-4600                                       | 6,482.75<br><b>6,482.75</b>                |
| 238155  | 11/18/2024 | 893969 DIAMOND ENVIRONMENTAL SERVICES | 0005784696            |                | RESTROOMS-DAY OF THE DEAD EVEN<br>001-424-0000-4260  | 420.70<br><b>420.70</b>                    |
| 238156  | 11/18/2024 | 891425 DIAZ, MARISOL                  | REIMB.                |                | SUPPLIES-VARIOUS PROG & EVENTS<br>004-2346<br>004-2382<br>001-424-0000-4300                | 264.02<br>51.98<br>212.58<br><b>528.58</b> |
| 238157  | 11/18/2024 | 100989 DOOLEY ENTERPRISES INC.        | 69033                 | 13312          | ASSORTED AMMUNITION<br>001-222-0000-4300   | 9,821.41<br><b>9,821.41</b>                |
| 238158  | 11/18/2024 | 894560 DUDEK                          | 202406347             | 13054          | DOWNTOWN MASTER PLAN-JULY 2024<br>121-107-3689-4270  | 3,258.75<br><b>3,258.75</b>                |
| 238159  | 11/18/2024 | 887380 DUENAS, MARIA CONCEPCION       | AUG 2024<br>SEPT 2024 | 13107<br>13107 | MMAP PROJECT ASSISTANT<br>109-424-3614-4260<br>MMAP PROJECT ASSISTANT<br>109-424-3614-4260 | 60.00<br>30.00<br><b>90.00</b>             |
| 238160  | 11/18/2024 | 888339 DUKE'S ROOT CONTROL, INC.      | 28296                 | 13329          | SEWER ROOT FOAMING OF CONNECT<br>072-360-0000-4260   | 14,938.22<br><b>14,938.22</b>              |
| 238161  | 11/18/2024 | 894082 ELIAS, LILIA LETICIA           | DEC 2024              |                | SENIOR DANCE CLEAN UP SERVICE- 1<br>004-2380   | 208.00<br><b>208.00</b>                    |
| 238162  | 11/18/2024 | 891650 ENTERPRISE FLEET               | FBN5186388            | 13278          | LEASE OF TEN VEHICLES FOR 3 DIVIS<br>041-420-0000-4500                                     | 873.37                                     |

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| 238162  | 11/18/2024 | 891650 ENTERPRISE FLEET          | (Continued)          | 13278 | 041-311-0000-4500                  | 8,663.28  |
|         |            |                                  |                      | 13278 | 041-152-0000-4500                  | 1,575.77  |
|         |            |                                  |                      |       | Total :                            | 11,112.42 |
| 238163  | 11/18/2024 | 893800 FAJARDO, JOANNE           | OCT 2024             | 13282 | SENIOR ZUMBA AND CHAIR ZUMBA IN:   | 390.00    |
|         |            |                                  |                      |       | 017-420-1322-4260                  |           |
|         |            |                                  |                      |       | Total :                            | 390.00    |
| 238164  | 11/18/2024 | 893029 FERGUSON WATERWORKS #1083 | 0037527              | 13247 | FIRE HYDRANT, FIRE SVC, & WATER S' | 211.15    |
|         |            |                                  |                      |       | 070-385-0701-4600                  |           |
|         |            |                                  |                      |       | Total :                            | 211.15    |
| 238165  | 11/18/2024 | 892198 FRONTIER COMMUNICATIONS   | 209-150-5251-040172- |       | MWD METER (PW)                     | 57.40     |
|         |            |                                  | 209-151-4939-102990- |       | 070-384-0000-4220                  |           |
|         |            |                                  | 209-188-4361-031792  |       | MUSIC CHANNEL                      | 53.51     |
|         |            |                                  | 818-361-6728-080105- |       | 001-190-0000-4220                  | 143.08    |
|         |            |                                  | 818-365-5097-120298- |       | RCS PHONE LINES                    | 46.01     |
|         |            |                                  | 818-837-1509-032207- |       | 001-420-0000-4220                  | 45.60     |
|         |            |                                  | 818-838-4969-021803- |       | ENGINEERING FAX LINE               | 46.01     |
|         |            |                                  |                      |       | 001-310-0000-4220                  | 169.80    |
|         |            |                                  |                      |       | PD NARCOTICS VAULTS                | 561.41    |
|         |            |                                  |                      |       | 001-222-0000-4220                  |           |
|         |            |                                  |                      |       | PW PHONE LINE                      |           |
|         |            |                                  |                      |       | 001-190-0000-4220                  |           |
|         |            |                                  |                      |       | PD ALARM PANEL                     |           |
|         |            |                                  |                      |       | 001-222-0000-4220                  |           |
|         |            |                                  |                      |       | Total :                            | 561.41    |
| 238166  | 11/18/2024 | 894799 GALVAN, OSVALDO MIGUEL    | 0010292024           |       | MUSICAL TRIO-SENIOR DANCE 11/23/2  | 750.00    |
|         |            |                                  |                      |       | 004-2380                           |           |
|         |            |                                  |                      |       | Total :                            | 750.00    |
| 238167  | 11/18/2024 | 892588 GARCIA, JOSE              | DEC 2024             |       | MUSIC FOR SENIOR DANCE-12/14/24    | 1,200.00  |
|         |            |                                  |                      |       | 004-2380                           |           |
|         |            |                                  |                      |       | Total :                            | 1,200.00  |

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| 238168  | 11/18/2024 | 892588 GARCIA, JOSE                    | 847507     |       | SENIOR TRIP REFUND-VIEJAS CASINC  | 10.00    |
|         |            |  | 847508     |       | 004-2383                          | 10.00    |
|         |            |  |            |       | SENIOR TRIP REFUND-VIEJAS CASINC  | 10.00    |
|         |            |  |            |       | 004-2383                          | 20.00    |
|         |            |  |            |       | Total :                           | 20.00    |
| 238169  | 11/18/2024 | 101376 GRAINGER, INC.                  | 9262432298 | 13302 | BUILDING SUPPLIES, ELECTRICAL & V | 117.98   |
|         |            |  | 9265726746 | 13302 | 043-390-0000-4300                 | 140.17   |
|         |            |  | 9268804490 | 13302 | BUILDING SUPPLIES, ELECTRICAL & V | 53.98    |
|         |            |  |            |       | 043-390-0000-4300                 | 312.13   |
|         |            |  |            |       | Total :                           | 312.13   |
| 238170  | 11/18/2024 | 893344 GRAND ELECTRICAL SUPPLY         | 201688     |       | COMMUNICATION PARTS FR RESVR T    | 56.67    |
|         |            |  |            |       | 070-384-0000-4330                 |          |
|         |            |  |            |       | Total :                           | 56.67    |
| 238171  | 11/18/2024 | 894407 GRAYBAR FINANCIAL SERVICES      | 17431221   |       | VOIP MONTHLY LEASE PYMNT-NOV'24   | 944.54   |
|         |            |  |            |       | 001-190-0000-4220                 | 944.54   |
|         |            |  |            |       | 001-222-0000-4220                 | 404.80   |
|         |            |  |            |       | 001-420-0000-4220                 | 404.79   |
|         |            |  |            |       | 070-384-0000-4220                 | 165.11   |
|         |            |  |            |       | 001-190-0000-4220                 | 165.11   |
|         |            |  |            |       | 001-222-0000-4220                 | 70.76    |
|         |            |  |            |       | 001-420-0000-4220                 | 70.77    |
|         |            |  |            |       | 070-384-0000-4220                 |          |
|         |            |  |            |       | Total :                           | 3,170.42 |
| 238172  | 11/18/2024 | 101434 GUZMAN, JESUS ALBERTO           | OCT 2024   | 13067 | MMAP INSTRUCTOR                   | 2,100.00 |
|         |            |  | SEPT 2024  | 13067 | 109-424-3614-4260                 | 1,000.00 |
|         |            |  |            | 13067 | MMAP INSTRUCTOR                   | 100.00   |
|         |            |  |            |       | 109-424-3614-4260                 |          |
|         |            |  |            |       | 108-424-3694-4260                 |          |
|         |            |  |            |       | Total :                           | 3,200.00 |
| 238173  | 11/18/2024 | 893817 HERNANDEZ MOLINA, MARIO ALBERTO | OCT 2024   |       | MMAP INSTRUCTOR MARIO HERNAN      |          |

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| 238173  | 11/18/2024 | 893817 HERNANDEZ MOLINA, MARIO ALBERTO | (Continued)  |       |                                     |          |
|         |            |  | SEPT 2024    | 13079 | 004-2359                            | 900.00   |
|         |            |  |              | 13079 | MMAPI INSTRUCTOR MARIO HERNANDEZ    | 340.00   |
|         |            |  |              | 13079 | 109-424-3614-4260                   | 560.00   |
|         |            |  |              |       | 108-424-3694-4260                   |          |
|         |            |  |              |       | Total :                             | 1,800.00 |
| 238174  | 11/18/2024 | 894713 I. RAMIREZ CORPORATION          | PW-105-24    |       | VARIOUS ASPHALT AND SIDEWALK REPAIR |          |
|         |            |  |              | 13315 | 070-383-0000-4260                   | 1,360.00 |
|         |            |  |              | 13315 | 070-385-0000-4600                   | 4,090.00 |
|         |            |  |              |       | Total :                             | 5,450.00 |
| 238175  | 11/18/2024 | 893804 INDUSTRIAL SHOEWORKS            | 1100-1429541 |       | SAFETY WORK SHOES                   |          |
|         |            |  |              |       | 070-383-0000-4310                   | 220.50   |
|         |            |  |              |       | Total :                             | 220.50   |
| 238176  | 11/18/2024 | 101633 INTERNATIONAL CITY/COUNTY       | FY24/25      |       | FY24/25 MEMBERSHIP DUES (995505)    |          |
|         |            |  |              |       | 001-105-0000-4380                   | 1,200.00 |
|         |            |  |              |       | Total :                             | 1,200.00 |
| 238177  | 11/18/2024 | 894144 JIMENEZ, DAVID                  | OCT 2024     |       | MOVEMENT FOR LIFE INSTRUCTOR        |          |
|         |            |  |              |       | 017-420-1322-4260                   | 119.00   |
|         |            |  |              |       | Total :                             | 119.00   |
| 238178  | 11/18/2024 | 894823 KARINA SWEEPING LLC             | 0033         | 13330 | OCT'24-SWEEPING SERVICES- PARKING   |          |
|         |            |  |              |       | 023-311-0000-4260                   | 7,440.00 |
|         |            |  |              |       | Total :                             | 7,440.00 |
| 238179  | 11/18/2024 | 891794 KIMBALL, NICK                   | REIMB.-1     |       | WELLNESS BENEFIT REIMB. FY24/25     |          |
|         |            |  | REIMB.-2     |       | 001-105-0000-4140                   | 750.00   |
|         |            |  | TRAVEL       |       | PARKING FEE-CITY MANAGER'S SUMMER   |          |
|         |            |  |              |       | 001-105-0000-4370                   | 16.00    |
|         |            |  |              |       | PER DEIM, PARKING & TRANSPORT-20    |          |
|         |            |  |              |       | 001-105-0000-4370                   | 107.50   |
|         |            |  |              |       | Total :                             | 873.50   |
| 238180  | 11/18/2024 | 102007 L.A. COUNTY SHERIFFS DEPT.      | 250769BL     | 13316 | PRE-PACKAGED, PREPARED INMATE MEALS |          |
|         |            |  |              |       | 001-225-0000-4350                   | 510.94   |

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| 238180  | 11/18/2024 | 102007 L.A. COUNTY SHERIFFS DEPT.  | (Continued) |       |   |          |
|         |            |                                    |             |       | Total :                                 | 510.94   |
| 238181  | 11/18/2024 | 894603 LA POET SOCIETY INC         | 102624      |       | POETRY STATION-DIA DE LOS MUERTOS       |          |
|         |            |                                    |             |       | 004-2385                                | 100.00   |
|         |            |                                    |             |       | Total :                                 | 100.00   |
| 238182  | 11/18/2024 | 893218 LAZARO, ERNESTO             | OCT 2024    | 13100 | MMAPI INSTRUCTOR                        |          |
|         |            |                                    | SEPT 2024   | 13100 | 004-2359                                | 720.00   |
|         |            |                                    |             |       | MMAPI INSTRUCTOR                        |          |
|         |            |                                    |             |       | 109-424-3614-4260                       | 720.00   |
|         |            |                                    |             |       | Total :                                 | 1,440.00 |
| 238183  | 11/18/2024 | 894903 LOS ANGELES MISSION COLLEGE | FY24/25     |       | CIF: CINDY MONTANEZ INSPIRATION         |          |
|         |            |                                    |             |       | 053-101-0107-4430                       | 500.00   |
|         |            |                                    |             |       | 053-101-0103-4430                       | 500.00   |
|         |            |                                    |             |       | Total :                                 | 1,000.00 |
| 238184  | 11/18/2024 | 894898 MAGNET AUTO LIFT LLC        | INV0220     |       | AUTO LIFT REPAIR                        |          |
|         |            |                                    |             |       | 041-320-0000-4320                       | 750.00   |
|         |            |                                    |             |       | Total :                                 | 750.00   |
| 238185  | 11/18/2024 | 888468 MAJOR METROPOLITAN SECURITY | 1116406     | 13303 | ALARM MONITORING AT ALL CITY FACILITIES |          |
|         |            |                                    | 1116407     | 13303 | 043-390-0000-4260                       | 25.00    |
|         |            |                                    | 1116408     | 13303 | ALARM MONITORING AT ALL CITY FACILITIES |          |
|         |            |                                    | 1116409     | 13303 | 043-390-0000-4260                       | 25.00    |
|         |            |                                    | 1116410     | 13303 | ALARM MONITORING AT ALL CITY FACILITIES |          |
|         |            |                                    | 1116411     | 13303 | 043-390-0000-4260                       | 25.00    |
|         |            |                                    | 1116412     | 13303 | ALARM MONITORING AT ALL CITY FACILITIES |          |
|         |            |                                    | 1116413     | 13303 | 043-390-0000-4260                       | 25.00    |
|         |            |                                    |             | 13303 | ALARM MONITORING AT ALL CITY FACILITIES |          |
|         |            |                                    |             |       | 043-390-0000-4330                       | 25.00    |

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| 238185  | 11/18/2024 | 888468 MAJOR METROPOLITAN SECURITY | (Continued)<br>1116414 |       | ALARM MONITORING AT ALL CITY FACI<br>043-390-0000-4260 | 12.50         |
|         |            |                                    |                        | 13303 | 043-390-0000-4330                                      | 12.50         |
|         |            |                                    | 1116415                |       | ALARM MONITORING AT ALL CITY FACI<br>043-390-0000-4260 | 25.00         |
|         |            |                                    | 1116416                |       | ALARM MONITORING AT ALL CITY FACI<br>043-390-0000-4260 | 25.00         |
|         |            |                                    | 1116417                |       | ALARM MONITORING AT ALL CITY FACI<br>070-384-0000-4260 | 25.00         |
|         |            |                                    | 1116418                |       | ALARM MONITORING AT ALL CITY FACI<br>070-384-0000-4260 | 30.00         |
|         |            |                                    | 1116419                |       | ALARM MONITORING AT ALL CITY FACI<br>070-384-0000-4260 | 30.00         |
|         |            |                                    | 1116420                |       | ALARM MONITORING AT ALL CITY FACI<br>070-384-0000-4260 | 30.00         |
|         |            |                                    |                        | 13303 | 070-384-0000-4260                                      | 30.00         |
|         |            |                                    |                        |       | <b>Total :</b>   | <b>380.00</b> |
| 238186  | 11/18/2024 | 893397 MARQUEZ, ANGELINA           | 842425                 |       | FACILITY RENTAL DEP REFUND<br>001-2220                 | 165.00        |
|         |            |                                    |                        |       | <b>Total :</b>   | <b>165.00</b> |
| 238187  | 11/18/2024 | 888242 MCI COMM SERVICE            | 7DK54968               |       | MTA PHONE LINE<br>007-440-0441-4220                    | 39.73         |
|         |            |                                    |                        |       | <b>Total :</b>   | <b>39.73</b>  |
| 238188  | 11/18/2024 | 893200 MCKESSON MEDICAL-SURGICAL   | 22788634               |       | INMATE SUPPLIES<br>001-225-0000-4350                   | 115.26        |
|         |            |                                    |                        |       | <b>Total :</b>   | <b>115.26</b> |
| 238189  | 11/18/2024 | 893442 MENDOZA, MARY               | REIMB.-1               |       | PARKING-VEA PATRON APPRECIATION<br>001-101-0107-4370   | 10.98         |
|         |            |                                    | REIMB.-2               |       | LODGING-2024 LEAGUE OF CA CITIES<br>001-101-0107-4370  | 652.22        |
|         |            |                                    |                        |       | <b>Total :</b>   | <b>663.20</b> |
| 238190  | 11/18/2024 | 102226 MISSION LINEN SUPPLY        | 522623056              |       | LAUNDRY SERVICES FOR PD                                |               |

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| 238190  | 11/18/2024 | 102226 MISSION LINEN SUPPLY  | (Continued) |       | 001-225-0000-4350                                   | 383.85          |
|         |            |                              | 522668910   | 13252 | LAUNDRY SERVICES FOR PD                             |                 |
|         |            |                              |             | 13252 | 001-225-0000-4350                                   | 383.85          |
|         |            |                              | 522713768   |       | LAUNDRY SERVICES FOR PD                             |                 |
|         |            |                              |             | 13252 | 001-225-0000-4350                                   | 383.85          |
|         |            |                              |             |       | <b>Total :</b>                                      | <b>1,151.55</b> |
| 238191  | 11/18/2024 | 893343 MOHR, NICOLE          | NOV 2024    |       | COMMISSIONER'S STIPEND<br>001-310-0000-4111         | 100.00          |
|         |            |                              |             |       | <b>Total :</b>                                      | <b>100.00</b>   |
| 238192  | 11/18/2024 | 894785 MONTANEZ, MIGUEL      | NOV 2024    |       | COMMISSIONER'S STIPEND<br>001-310-0000-4111         | 100.00          |
|         |            |                              |             |       | <b>Total :</b>                                      | <b>100.00</b>   |
| 238193  | 11/18/2024 | 893934 MORA, JUAN LUIS       | MCB-1024    |       | BASEBALL CONSULTANT AND UMPIRE<br>017-420-1330-4260 | 3,880.00        |
|         |            |                              |             | 13270 |   | 3,880.00        |
|         |            |                              |             |       | <b>Total :</b>                                      | <b>3,880.00</b> |
| 238194  | 11/18/2024 | 894150 MORA-ZAMORA, ERENDIRA | NOV 2024    |       | MUSIC ENTERTAINMENT FOR SENIOR<br>004-2380          | 1,200.00        |
|         |            |                              |             | 13207 |   | 1,200.00        |
|         |            |                              |             |       | <b>Total :</b>                                      | <b>1,200.00</b> |
| 238195  | 11/18/2024 | 894499 MORENO, CRISTINA      | REIMB.      |       | SUPPLIES FOR TABLING EVENT<br>001-107-0305-4300     | 138.47          |
|         |            |                              |             |       | 001-420-0000-4390                                   | 16.75           |
|         |            |                              |             |       | <b>Total :</b>                                      | <b>155.22</b>   |
| 238196  | 11/18/2024 | 102325 NAPA AUTO PARTS       | 6410-179428 |       | VEHICLE MAINT-PW3989<br>041-320-0311-4400           | 75.82           |
|         |            |                              | 6410-180091 |       | VEHICLE MAINT-EL1657<br>041-320-0370-4400           | 16.49           |
|         |            |                              |             |       | <b>Total :</b>                                      | <b>92.31</b>    |
| 238197  | 11/18/2024 | 894781 NETXPPTS, LLC         | INV1156     |       | INFORMATION TECHNOLOGY MANAGE<br>001-135-0000-4270  | 12,475.00       |
|         |            |                              | INV1157     | 13237 | IT MANAGEMENT-ENDPOINT SOFTWARE                     |                 |

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| 238197  | 11/18/2024 | 894781 NETXPPTS, LLC                | (Continued)  |       |                                  |                  |
|         |            |                                     | INV1212      | 13237 | 001-135-0000-4270                | 14,660.00        |
|         |            |                                     |              | 13237 | INFORMATION TECHNOLOGY MANAGE    |                  |
|         |            |                                     |              |       | 001-135-0000-4270                | 12,475.00        |
|         |            |                                     |              |       | <b>Total :</b>                   | <b>39,610.00</b> |
| 238198  | 11/18/2024 | 893405 NEW HORIZON                  | 2837191      |       | LP PHONE SERVICE-NOV 2024        |                  |
|         |            |                                     |              |       | 001-420-0000-4220                | 309.48           |
|         |            |                                     |              |       | <b>Total :</b>                   | <b>309.48</b>    |
| 238199  | 11/18/2024 | 102410 NORTHRIDGE HOSPITAL MEDICAL  | 103124SF     |       | ASSAULT TREATMENT SERVICES-10/11 |                  |
|         |            |                                     |              | 13265 | 001-224-0000-4270                | 3,780.00         |
|         |            |                                     |              |       | <b>Total :</b>                   | <b>3,780.00</b>  |
| 238200  | 11/18/2024 | 894100 ODP BUSINESS SOLUTIONS , LLC | 386958422001 |       | CREDIT-ITEM RETURNED             |                  |
|         |            |                                     | 387805825001 |       | 001-222-0000-4300                | -38.43           |
|         |            |                                     |              |       | OFFICE SUPPLIES                  |                  |
|         |            |                                     |              |       | 043-390-0000-4300                | 71.82            |
|         |            |                                     |              |       | 070-381-0000-4300                | 71.81            |
|         |            |                                     | 387945710001 |       | BREAK ROOM SUPPLIES              |                  |
|         |            |                                     |              |       | 001-222-0000-4300                | 154.54           |
|         |            |                                     | 387946480001 |       | OFFICE SUPPLIES                  |                  |
|         |            |                                     |              |       | 001-222-0000-4300                | 216.60           |
|         |            |                                     | 389046769001 |       | OFFICE SUPPLIES                  |                  |
|         |            |                                     |              |       | 001-310-0000-4300                | 68.62            |
|         |            |                                     | 389049978001 |       | OFFICE SUPPLIES                  |                  |
|         |            |                                     |              |       | 001-310-0000-4300                | 151.53           |
|         |            |                                     | 389129578001 |       | OFFICE SUPPLIES                  |                  |
|         |            |                                     |              |       | 001-222-0000-4300                | 103.54           |
|         |            |                                     | 389138213001 |       | OFFICE SUPPLIES                  |                  |
|         |            |                                     |              |       | 001-222-0000-4300                | 51.72            |
|         |            |                                     | 390292761001 |       | OFFICE SUPPLIES                  |                  |
|         |            |                                     |              |       | 001-222-0000-4300                | 174.32           |
|         |            |                                     | 390424278001 |       | OFFICE SUPPLIES                  |                  |
|         |            |                                     |              |       | 070-381-0000-4300                | 27.84            |
|         |            |                                     |              |       | 043-390-0000-4300                | 27.83            |
|         |            |                                     | 390424281001 |       | OFFICE SUPPLIES                  |                  |

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| 238200  | 11/18/2024 | 894100 ODP BUSINESS SOLUTIONS , LLC   | (Continued)  |       |                                  |                  |
|         |            |                                       |              |       | 070-383-0000-4300                | 24.99            |
|         |            |                                       |              |       | <b>Total :</b>                   | <b>1,106.73</b>  |
| 238201  | 11/18/2024 | 894123 OLIVAREZ MADRUGA LAW           | 25889        |       | LEGAL SERVICES-AUG 2024          |                  |
|         |            |                                       | 25890        |       | 001-110-0000-4270                | 22,789.73        |
|         |            |                                       |              |       | LEGAL SERVICES-AUG 2024          |                  |
|         |            |                                       |              |       | 001-110-0000-4270                | 2,969.40         |
|         |            |                                       |              |       | <b>Total :</b>                   | <b>25,759.13</b> |
| 238202  | 11/18/2024 | 890095 O'REILLY AUTOMOTIVE STORES INC | 4605-195757  |       | VEHICLE MAINT-EL1657             |                  |
|         |            |                                       |              |       | 041-320-0370-4400                | 32.10            |
|         |            |                                       |              |       | <b>Total :</b>                   | <b>32.10</b>     |
| 238203  | 11/18/2024 | 889545 PEREZ, MARIBEL                 | REIMB.       |       | WALL CLIPS FOR LOBBY & LOPEZ ADC |                  |
|         |            |                                       |              |       | 001-423-0000-4300                | 166.24           |
|         |            |                                       |              |       | <b>Total :</b>                   | <b>166.24</b>    |
| 238204  | 11/18/2024 | 893933 PORTA-STOR                     | 436505       |       | MCB STORAGE BIN RENTAL-OCT 2024  |                  |
|         |            |                                       |              |       | 017-420-1330-4260                | 82.00            |
|         |            |                                       |              |       | <b>Total :</b>                   | <b>82.00</b>     |
| 238205  | 11/18/2024 | 894589 RAMIREZ, ERIKA                 | REIMB.       |       | WELLNESS BENEFIT REIMB. FY24/25  |                  |
|         |            |                                       |              |       | 001-150-0000-4140                | 750.00           |
|         |            |                                       |              |       | <b>Total :</b>                   | <b>750.00</b>    |
| 238206  | 11/18/2024 | 893321 RAMIREZ, OMAR                  | 842679       |       | FACILITY RENTAL DEP REFUND       |                  |
|         |            |                                       |              |       | 001-2220                         | 165.00           |
|         |            |                                       |              |       | <b>Total :</b>                   | <b>165.00</b>    |
| 238207  | 11/18/2024 | 894891 RAUL'S CATERING LLC            | 1038         |       | CATERING SERVS FOR SENIOR DANC   |                  |
|         |            |                                       |              | 13332 | 004-2380                         | 5,325.25         |
|         |            |                                       |              |       | <b>Total :</b>                   | <b>5,325.25</b>  |
| 238208  | 11/18/2024 | 102855 RIO HONDO COLLEGE              | X24-250-ZSFN |       | ENROLLMENT FEE                   |                  |
|         |            |                                       |              |       | 001-152-0000-4370                | 237.10           |
|         |            |                                       |              |       | <b>Total :</b>                   | <b>237.10</b>    |

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| 238209  | 11/18/2024 | 893774 RJS WORK BOOTS LLC             | 101-35081    |      | SAFETY WORK BOOTS<br>041-320-0000-4310   | 366.83<br><b>366.83</b>                             |
| 238210  | 11/18/2024 | 894534 RODRIGUEZ, ZOE                 | NOV 2024     |      | COMMISSIONER'S STIPEND<br>001-310-0000-4111  | 100.00<br><b>100.00</b>                             |
| 238211  | 11/18/2024 | 892856 SALAS, JUAN                    | REIMB.       |      | SUPPLIES FOR VARIOUS EVENTS<br>004-2380<br>001-420-0000-4300<br>004-2391<br>004-2346 | 156.10<br>16.39<br>48.27<br>105.66<br><b>326.42</b> |
| 238212  | 11/18/2024 | 103050 SAN FERNANDO PET HOSPITAL      | 214433       |      | K9 VET SERVICE<br>001-225-0000-4270  | 57.50<br><b>57.50</b>                               |
| 238213  | 11/18/2024 | 891253 SAN FERNANDO SMOG TEST ONLY    | 1270         |      | SMOG TEST-PD4540-E1473092<br>041-320-0000-4450                                       | 68.00<br><b>68.00</b>                               |
| 238214  | 11/18/2024 | 103064 SAN GABRIEL VALLEY CITY        | 110124       |      | RGSTR-MONTHLY MTG ON 11/20/24<br>001-105-0000-4370<br>001-107-0000-4370              | 40.00<br>40.00<br><b>80.00</b>                      |
| 238215  | 11/18/2024 | 103172 SKAUG TRUCK BODY WORKS         | 44053        |      | VEHICLE MAINT-PK8704<br>041-320-0390-4400  | 196.53<br><b>196.53</b>                             |
| 238216  | 11/18/2024 | 894904 SOTO, DEXI                     | 52-2615-00   |      | WATER ACCT REFUND-1618 SEVENTH<br>070-2010   | 57.70<br><b>57.70</b>                               |
| 238217  | 11/18/2024 | 103202 SOUTHERN CALIFORNIA EDISON CO. | 600000512389 |      | ELECTRIC-VARIOUS LOCATIONS<br>027-344-0000-4210                                      | 11,617.51   |

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| 238217  | 11/18/2024 | 103202 SOUTHERN CALIFORNIA EDISON CO. | (Continued)                            |                | 029-335-0000-4210<br>070-384-0000-4210<br>074-320-0000-4210<br>043-390-0000-4210<br>ELECTRIC-METER FOR MALL-MACLAY<br>030-341-0000-4210<br>ELECTRIC-910 FIRST<br>043-390-0000-4210<br>ELECTRIC-190 PARK<br>027-344-0000-4210 | 3,754.25<br>17,765.61<br>9,853.32<br>10,528.47<br>61.28<br>6,303.07<br>849.51<br><b>60,733.02</b> |
| 238218  | 11/18/2024 | 103206 SOUTHERN CALIFORNIA GAS CO.    | 176-827-9776                           |                | NATURAL GAS FOR CNG STATION<br>074-320-0000-4402   | 15,703.82<br><b>15,703.82</b>   |
| 238219  | 11/18/2024 | 103210 SOUTHERN CALIFORNIA MUNICIPAL  | INST2024-SANFERN                       |                | ANNUAL MEMBERSHIP<br>001-423-0000-4360   | 50.00<br><b>50.00</b>   |
| 238220  | 11/18/2024 | 894275 STAPLES, INC.                  | 6015467958<br>6015467959<br>7002511870 |                | CREDIT-BREAKROOM SUPPLIES<br>001-190-0000-4300<br>OFFICE SUPPLIES<br>001-130-0000-4300<br>BREAK ROOM SUPPLIES<br>001-190-0000-4300   | -76.83<br>131.15<br>76.84<br><b>131.16</b>  |
| 238221  | 11/18/2024 | 893955 TALLEY, BRIDGET LAINE          | OCT 2024                               |                | CHAIR YOGA INSTRUCTOR<br>017-420-1321-4260   | 210.00<br><b>210.00</b>   |
| 238222  | 11/18/2024 | 890898 TETRA MECHANICAL SERVICE INC   | 11205<br>11206                         | 13304<br>13304 | ROUTINE MAINT. & EMERG. A/C REPAIR<br>043-390-0000-4260<br>ROUTINE MAINT. & EMERG. A/C REPAIR<br>043-390-0000-4260   | 750.00<br>860.00  |

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| 238222  | 11/18/2024 | 890898 890898 TETRA MECHANICAL SERVICE INC | (Continued) |       |                                   | Total : 1,610.00 |
| 238223  | 11/18/2024 | 888821 THE GOODYEAR TIRE & RUBBER CO       | 42410       |       | TIRES FOR CITY FLEET              |                  |
|         |            |  | 42984       | 13322 | 041-1215                          | 773.70           |
|         |            |  |             | 13322 | TIRES FOR CITY FLEET              |                  |
|         |            |  |             |       | 041-1215                          | 2,461.14         |
|         |            |  |             |       | Total :                           | 3,234.84         |
| 238224  | 11/18/2024 | 101528 THE HOME DEPOT CRC                  | 102524      |       | FINANCE CHARGES                   |                  |
|         |            |  |             |       | 043-390-0000-4300                 | 74.97            |
|         |            |  |             |       | 070-384-0000-4300                 | 74.97            |
|         |            |  | 124441      |       | MATL'S FOR REPAIRS-RCS PARK       |                  |
|         |            |  |             |       | 043-390-0000-4300                 | 109.90           |
|         |            |  | 1523458     |       | MATL'S FOR REPAIRS-PD IT ROOM & R |                  |
|         |            |  |             |       | 043-390-0000-4300                 | 303.89           |
|         |            |  | 3682537     |       | REPL OF FAUCET HANDLE-PIONEER P   |                  |
|         |            |  |             |       | 043-390-0000-4300                 | 126.83           |
|         |            |  | 4374240     |       | CORDLESS LIGHT                    |                  |
|         |            |  |             |       | 074-320-0000-4300                 | 219.40           |
|         |            |  | 4804424     |       | COMMUNICATION PARTS FR RESVR TI   |                  |
|         |            |  |             |       | 070-384-0000-4330                 | 314.42           |
|         |            |  | 4813676     |       | WORK LIGHTS                       |                  |
|         |            |  |             |       | 074-320-0000-4300                 | 87.10            |
|         |            |  | 4904023     |       | MATL'S FOR IRRIGATION REPAIRS     |                  |
|         |            |  |             |       | 001-311-0000-4300                 | 285.00           |
|         |            |  | 6423093     |       | DEPARTMENT SUPPLIES               |                  |
|         |            |  |             |       | 001-222-0000-4300                 | 88.13            |
|         |            |  | 8513489     |       | MATL'S FOR REPAIRS-RCS KITCHEN    |                  |
|         |            |  |             |       | 043-390-0000-4300                 | 16.46            |
|         |            |  | 8804999     |       | MISC ITEMS                        |                  |
|         |            |  |             |       | 041-320-0000-4300                 | 377.42           |
|         |            |  | 9550329     |       | MATL'S FOR REPAIRS & MISC ITEMS-C |                  |
|         |            |  |             |       | 043-390-0000-4300                 | 453.61           |
|         |            |  |             |       | Total :                           | 2,532.10         |
| 238225  | 11/18/2024 | 894052 THE LANGUAGE PROS, INC.             | 1852        |       | INTERPRETATION AND TRANSLATION :  |                  |
|         |            |  |             | 13219 | 001-101-0000-4270                 | 55.00            |

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| 238225  | 11/18/2024 | 894052 894052 THE LANGUAGE PROS, INC.         | (Continued)         |       |                                  | Total : 55.00 |
| 238226  | 11/18/2024 | 890833 THOMSON REUTERS                        | 850975902           |       | DETECTIVE INVESTIGATIVE SOFTWARE |               |
|         |            |   |                     | 13260 | 001-135-0000-4260                | 304.21        |
|         |            |   |                     |       | Total :                          | 304.21        |
| 238227  | 11/18/2024 | 890998 TRUJILLO, RODOLFO                      | NOV 2024            |       | COMMISSIONER'S STIPEND           |               |
|         |            |   |                     |       | 001-310-0000-4111                | 100.00        |
|         |            |   |                     |       | Total :                          | 100.00        |
| 238228  | 11/18/2024 | 103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE C | 15122187            |       | ACCT 15122187-POSTAGE REIMB      |               |
|         |            |   |                     |       | 001-190-0000-4280                | 1,500.00      |
|         |            |   |                     |       | Total :                          | 1,500.00      |
| 238229  | 11/18/2024 | 103445 UNDERGROUND SERVICE ALERT              | 1020240696          |       | (63) SNF01 NEW TICKET CHARGES    |               |
|         |            |   |                     |       | 070-381-0000-4260                | 119.88        |
|         |            |   |                     |       | 072-360-0000-4260                | 119.88        |
|         |            |   |                     |       | 001-370-0000-4310                | 119.89        |
|         |            |   | 24-251510           |       | CA STATE FEE REGULATORY COSTS    |               |
|         |            |   |                     |       | 070-381-0000-4260                | 10.32         |
|         |            |   |                     |       | 072-360-0000-4260                | 10.32         |
|         |            |   |                     |       | 001-370-0000-4310                | 10.32         |
|         |            |   |                     |       | Total :                          | 390.61        |
| 238230  | 11/18/2024 | 103439 UPS                                    | 891954444           |       | COURIER SERVICE                  |               |
|         |            |   |                     |       | 001-190-0000-4280                | 131.60        |
|         |            |   |                     |       | Total :                          | 131.60        |
| 238231  | 11/18/2024 | 893740 UTILITY SYSTEMS SCIENCE &              | COSF_10/09-11/08/24 |       | CLOUD BASED FLOW MONITORING - S  |               |
|         |            |   |                     | 13324 | 072-360-0000-4260                | 770.00        |
|         |            |   |                     |       | Total :                          | 770.00        |
| 238232  | 11/18/2024 | 100101 VERIZON WIRELESS-LA                    | 9977211735          |       | CITY YARD STANDBY PHONE PLAN     |               |
|         |            |   |                     |       | 072-360-0000-4220                | 36.90         |
|         |            |   |                     |       | Total :                          | 36.90         |
| 238233  | 11/18/2024 | 894137 VIDA MOBILE CLINIC                     | FY24/25             |       | CIF: PRE-HEALTH PROGRAM          |               |
|         |            |   |                     |       | 053-101-0107-4430                | 300.00        |

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| 238233  | 11/18/2024 | 894137 894137 VIDA MOBILE CLINIC | (Continued)  |       |                                     | Total : 300.00 |
| 238234  | 11/18/2024 | 103603 VULCAN MATERIALS COMPANY  | 495881       | 13296 | FINANE CHARGES-UTILITY TRENCH AI    | 40.95          |
|         |            |                                  | 99467-219484 | 13296 | 070-383-0000-4310                   | 808.47         |
|         |            |                                  |              | 13296 | UTILITY TRENCH AND POTHOLE REPA     | 1,615.00       |
|         |            |                                  |              |       | 072-360-0000-4300                   |                |
|         |            |                                  |              |       | 070-383-0000-4310                   |                |
|         |            |                                  |              |       | Total :                             | 2,464.42       |
| 238235  | 11/18/2024 | 890970 WEX BANK                  | 100616721    |       | FUEL FOR CITY FLEET                 |                |
|         |            |                                  |              |       | 041-320-0152-4402                   | 526.31         |
|         |            |                                  |              |       | 041-320-0221-4402                   | 770.14         |
|         |            |                                  |              |       | 041-320-0222-4402                   | 664.07         |
|         |            |                                  |              |       | 041-320-0224-4402                   | 1,774.45       |
|         |            |                                  |              |       | 041-320-0225-4402                   | 5,862.09       |
|         |            |                                  |              |       | 041-320-0311-4402                   | 2,330.39       |
|         |            |                                  |              |       | 041-320-0320-4402                   | 327.02         |
|         |            |                                  |              |       | 041-320-0370-4402                   | 936.62         |
|         |            |                                  |              |       | 041-320-0390-4402                   | 2,531.29       |
|         |            |                                  |              |       | 029-335-0000-4402                   | 121.78         |
|         |            |                                  |              |       | 070-381-0000-4402                   | 86.23          |
|         |            |                                  |              |       | 070-382-0000-4402                   | 437.77         |
|         |            |                                  |              |       | 070-383-0000-4402                   | 1,150.00       |
|         |            |                                  |              |       | 070-384-0000-4402                   | 480.54         |
|         |            |                                  |              |       | 072-360-0000-4402                   | 858.48         |
|         |            |                                  |              |       | Total :                             | 18,857.18      |
| 238236  | 11/18/2024 | 891531 WILLDAN ENGINEERING       | 00339827     | 13318 | NPDES CONSULTING SERVICES-SEPT      | 4,036.51       |
|         |            |                                  | 00628313     | 12941 | 023-311-0000-4270                   |                |
|         |            |                                  | 00628619     | 12941 | TRAFFIC SIGNAL SYNCHRONIZATION I    | 729.00         |
|         |            |                                  | 00628725     | 12941 | 024-371-0510-4600                   | 2,404.00       |
|         |            |                                  | 00628725     | 12941 | TRAFFIC SIGNAL SYNCHRONIZATION I    |                |
|         |            |                                  | 00628725     | 12941 | 024-371-0510-4600                   | 341.50         |
|         |            |                                  | 006-28775    | 11901 | SF - HSIP CYCLE 8 TRAFFIC SIGNAL IW | 500.10         |
|         |            |                                  |              |       | 024-371-0562-4600                   |                |

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vchlist  
11/14/2024 10:53:43AMVoucher List  
CITY OF SAN FERNANDO

Page: 20

Bank code : bank3

| Voucher | Date                     | Vendor                            | Invoice     | PO # | Description/Account               | Amount           |
|---------|--------------------------|-----------------------------------|-------------|------|-----------------------------------|------------------|
| 238236  | 11/18/2024               | 891531 891531 WILLDAN ENGINEERING | (Continued) |      |                                   | Total : 8,011.11 |
| 238237  | 11/18/2024               | 892390 WILMINGTON TRUST           | 115494-007  |      | COP 2016 INTEREST INSTALLMENT PA' |                  |
|         |                          |                                   |             |      | 012-310-0000-4410                 | 36,218.75        |
|         |                          |                                   |             |      | 012-1041                          | -423.11          |
|         |                          |                                   |             |      | Total :                           | 35,795.64        |
| 111     | Vouchers for bank code : | bank3                             |             |      | Bank total :                      | 755,876.82       |
| 111     | Vouchers in this report  |                                   |             |      | Total vouchers :                  | 755,876.82       |

Voucher Registers are not final until approved by Council.

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## RESOLUTION NO. 6212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE ISSUING OF WARRANTS PRIOR TO COUNCIL RATIFICATION DUE TO CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS

WHEREAS, warrants are not issued until ratification at Council meetings; and


WHEREAS, during certain months of the year, regularly scheduled Council meetings may be cancelled, causing extended periods of time between meetings; and

WHEREAS, this time lag may create undue hardship to those whom the City may owe funds.


NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Fernando, California, does hereby approve that regularly scheduled warrants, including consultants' billings, which would have been considered for ratification had not a regularly scheduled City Council meeting been cancelled, may be approved for issuance by a consensus of the City Administrator and the Finance Director. The check signature policy will not be amended by this action and the warrants will be subject to ratification at the next scheduled City Council meeting.

PASSED, APPROVED AND ADOPTED this 3rd day of August, 1992, by the following vote:

|        |  |
|--------|--|
| AYES:  | Acuna, Hernandez, Chacon, Wysbeek, Ojeda - 5 |
| NOES:  | None - 0                                     |
| ABSENT | None - 0                                     |

  
Mayor, City of San Fernando

ATTEST:

  
City Clerk




STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES   ) SS.  
CITY OF SAN FERNANDO     )

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando at a regular meeting thereof, held on the 3rd day of August, 1992.

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



## MEMORANDUM

**To:** Erica D. Melton, Director of Finance/City Treasurer

**From:** Sandra Franco-Rivas, Accounting Technician

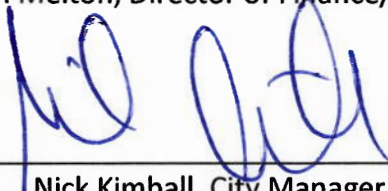
**Date:** November 5, 2024

**Subject:** Release of Warrants

Due to the adjournment of the Regular City Council meeting on November 4, 2024, the warrant register was not approved. The City Council has passed a Resolution #6212 permitting the release of regular occurring warrants with the approval of the City Manager and the Director of Finance. Copy of resolution and warrant register is attached.

Approval is hereby provided:

Approved:   
Erica D. Melton, Director of Finance/City Treasurer

Approved:   
Nick Kimball, City Manager



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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** November 18, 2024

**Subject:** Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

### RECOMMENDATION:

It is recommended that the City Council receive and file the status report for Fiscal Year (FY) 2024-2025 Enhancements, Capital Projects, and City Council Priorities, and provide direction, as appropriate.

### ANALYSIS:

This report is meant to provide City Council and the community with regular status updates and major City efforts, including, but not limited to, FY 2024-2025 approved enhancements, capital improvement projects, and City Council priorities. **Changes to each project since the last meeting have been tracked and are shown in red.**

### City Manager's Office & City Clerk's Office.

#### **Title: Downtown Master Plan**

*Description:* During the FY 2022-2023 budget process, the City Council approved funding to develop a Downtown Master Plan (DTMP), including a robust community outreach process. The DTMP will serve as a vision to guide future actions to develop, revitalize, and improve Downtown San Fernando. The budget allocation for this project is \$297,675.

*Status:* In 2023, the City awarded a professional services agreement to Dudek as lead consultant to work with the City to develop and implement the community engagement plan and prepare the report. The consultant team also includes Problosky Research (multimodal community survey), Walker Consultants (parking analysis), HR&A (economic analysis) and Place It! (community outreach).

To date, the following actions have been completed:

- Multimodal Statistically Significant Survey (December 2023 through March 2024)
- City Council Ad Hoc Meeting No. 1 (March 11, 2024)

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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- Community Advisory Committee Meeting No. 1 (April 11, 2024)
- Community Outreach Event No. 1 “Walkshop” (April 27, 2024)
- General Online Survey (April 27, 2024 through May 29, 2024)
- Existing Conditions Analysis (July 2024)
- Presentation of Phase 1 Findings to City Council and Planning Preservation Commission (September 16, 2024)
- **Presentation of Phase 1 to the Planning and Preservation Commission on November 12, 2024, was cancelled due to a lack of a quorum.**

*Next City Council Action:* **A follow up item will be scheduled for the Planning and Preservation Commission to receive additional comments on the Phase 1 Findings.** A subsequent item will be scheduled with City Council to receive final comments on the Phase 1 Findings and close the Public Hearing.

*Tentative Completion Date:* August 2025.

### **Title: East San Fernando Valley Light Rail Transit Project**

*Description:* The East San Fernando Valley Light Rail Transit Project (ESFVLRT) (formerly the East San Fernando Valley Transit Corridor Project) is a transit project constructing a light rail line on the east side of the San Fernando Valley to improve connections and access to crucial destinations in the East and Northeast San Fernando Valley. The project is being considered in two (2) phases. Phase 1 is a 6.7-mile at-grade alignment that includes 11 new transit stations along Van Nuys Boulevard, connecting the Orange Line in Sherman Oaks to San Fernando Boulevard in Pacoima. Phase 2 is a 2.5-mile segment running from the terminus of Phase 1 at San Fernando Road/Van Nuys Boulevard in Pacoima to the Sylmar/San Fernando Metrolink Station. Metro is conducting a supplemental study of the Phase 2 segment throughout 2024 to consider additional design options. Funding for the project is provided through Measure R and Measure M.

*Status:* Phase 1 engineering design has been completed, a Progressive Design Build (PBD) contract has been awarded, and construction commenced earlier this year on Phase 1 of the project along Van Nuys Boulevard. The tentative completion date for Phase 1 is 2031. Metro is currently completing additional safety and design studies for Phase 2 (the San Fernando segment) of the project.

To date, the following actions have been completed:

- City provided comments on initial draft of ESFVLRT Environmental Impact Report (EIR) (October 25, 2017)
- City provided additional comments on draft of ESFVLRT EIR (February 20, 2018)
- City provided final comments on draft of ESFVLRT EIR (March 31, 2020)
- Status update presentation provided to City Council by Metro staff (October 19, 2020)
- Metro Board certification of the ESFVLRT Final EIR (December 2020). Metro Board requested further studies to address safety and design concerns from the City of San Fernando

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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- Metro conducted an initial Grade Crossing Analysis for Phase 2 (April 2022 – September 2022)
- Status update presentation provided to City Council by Metro staff on Phase 2 (July 18, 2022)
- Metro Board authorized additional Phase 2 supplemental studies focused on: a) Transit and Multimodal Connectivity, b) Safety, c) Travel Time Savings, Ridership, and Mode Shift, d) Costs, e) Right of Way Impacts, f) Traffic Considerations, and g) Equity Considerations (January 2024 through Summer 2024).
- Status update presentation provided to City Council by Metro staff on Phase 2 (May 20, 2024)

On May 20, 2024, the City Council provided the following feedback to Metro staff:

- Requested Metro present more frequently to provide regular updates to the City.
- Requested additional community outreach meetings prior to Board consideration/approval of alternatives.
- Offered the City Council Chambers, or other City spaces, for Metro's community outreach and offered the City's assistance in hosting and promoting the event.

*Next City Council Action:* Receive status update from Metro staff regarding next steps.

*Tentative Completion Date:* N/A

### **Title: CDBG Small Business Assistance Grant Program**

*Description:* Annually, Community Development Block Grant (CDBG) program guidelines require that the City Council approve the planned programming expenditures for the upcoming fiscal year. In May 2024, the City Council approved the FY 2024-2025 CDBG Programs, which included the Small Business Assistance Grant Program. This program provides grants to local business owners and property owners to improve the appearance of their storefronts and buildings. The grant funds can be used for improvements to signage, painting (including anti-graffiti coating), and other storefront enhancements such as installing eye-catching vertical landscape (green wall) to defer graffiti and beautify a building wall with landscape. The budget allocation for this program is \$146,246.

*Status:* Staff has reached out to schedule a CDBG Ad Hoc Committee meeting to discuss recommended grant guidelines and priorities.

*Next City Council Action:* Review and discuss recommended grant guidelines and improvement priorities on November 18, 2024.

*Tentative Completion Date:* June 2025

### **Title: Virtual San Fernando – City Website Redesign and My San Fernando App**

*Description:* In September 2022, the City Council appropriated American Rescue Plan Act (ARPA) funds to support the creation of Virtual San Fernando. Phase 1 of Virtual San Fernando included

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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developing a My San Fernando mobile application, primarily focused on improving the ability for community members to submit service requests. Phase 1 was completed in March 2024 with the launch of the My San Fernando App (developed by GoGov). To date, more than 1,800 requests have been submitted through the App (See Attachment “A” for activity reports). In October 2023, after an extensive vetting process by City staff, the City Council awarded a Master Subscription Agreement to Granicus to redesign the City’s website. The budget allocation for this program is \$200,000.

*Status:* Phase 1 – Mobile Application, has been completed. Phase 2 – Website redesign, is in the content population stage. Staff has held multiple meetings with Granicus to provide direction regarding design elements and provide content to start population of the webpages. When the vacant Assistant to the City Manager position is filled, this project will be a priority for that new employee.

*Next City Council Action:* No additional City Council action required at this time.

*Tentative Completion Date:* March 2025 launch of redesigned website.

### **Title: Records Retention Policy Update**

*Description:* During the FY 2024-2025 budget process, the City Council approved funding to update the City’s 25-year-old Citywide Records Retention Policy. A records retention policy update involves a thorough review of the current policy to identify necessary revisions due to changes in laws, regulations, or organizational needs and ensures compliance with legal and industry standards, revises retention schedules for various record types, and clearly defines staff roles in records management. The update also includes procedures for managing digital records, securing sensitive information, and properly disposing of or archiving records. Additionally, it outlines plans for staff training, communication, and regular audits to ensure ongoing compliance and effective records management. The budget allocation for this project is \$10,000.

*Status:* Throughout October 2024, staff held project kick-off meetings with the consultant and the City Clerk, Community Development, Public Works, and Police Departments. Over the next few weeks, meetings have been scheduled for the remaining departments to meet with the consultant.

*Next City Council Action:* Consideration to adopt a Resolution approving an updated Citywide Records Retention and Destruction Policy, tentatively scheduled for January 2025.

*Tentative Completion Date:* February 2025



## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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### **Community Development Department.**

#### **Title: New Position – Planning Manager**

*Description:* During the FY 2024-2025 budget process, City Council approved a new Planning Manager position to oversee the development and implementation of land use, zoning, and urban design policies, managing long range planning projects (e.g. zoning code and zoning map amendments, general plan updates), supervise the Planning and Building & Safety Divisions, and review development proposals to ensure they align with the City's regulatory requirements and comply with local, state, and federal regulations. The budget allocation for this position is \$185,000 per year.

*Status:* At the regular City Council meeting of October 21, 2024, the City Council approved the job specification. On October 30, 2024, the job flyer was posted on the City's website, GovernmentJobs and American Planning Association. It has been submitted and is under review to be posted on the APA CA Los Angeles Chapter. The deadline for submitting an application is November 27, 2024.

Next steps are to receive applications and interview candidates, select a candidate, work with Human Resources to complete a reference check and background, and onboard the new employee.

*Next City Council Action:* No City Council action required at this time.

*Tentative Completion Date:* March 2025.

#### **Title: Homeless Action Plan Implementation and Management**

*Description:* In 2022, the City Council adopted a Homeless Action Plan (HAP) to provide a blueprint for addressing the City's unhoused population. HAP implementation efforts that have been completed to date include:

- In FY 2021-2022, City Council approved creation of a Housing Coordinator position.
- In June 2023, the City contracted with North Valley Caring Services to provide street outreach to the City's unhoused population.
- In November 2023, the City entered into a Memorandum of Understanding (MOU) with Home Again Los Angeles for housing and social service resource support.
- In December 2023, the City Council authorized the acceptance of a Substance Abuse and mental Health Services Administration (SAMHSA) grant, which provided \$175,200 specifically for homeless street outreach services and over \$300,000 for mental health clinicians as part of an alternative crisis response effort.
- In July 2024, the City Council approved an updated ordinance to prohibit encampments and storage of personal property in public spaces to regulate the use of public spaces to maintain public health, safety, and order. Encampment ordinances aim to ensure public safety by preventing potential hazards associated with camping in public spaces, such as public health related to unsanitary conditions, improper disposal of waste, preserve spaces like parks,

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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sidewalks, and recreational areas for all members of the public, and reduce the environment for possible criminal activity.

*Status:* Current HAP implementation efforts include:

- Community Development issued a Request for Proposals (RFP) for Comprehensive Homeless Services in June 2024 to extend homeless services. Staff reviewed proposals from various organizations, interviewed finalists, and prepared recommendations.
- The Police Department issued a RFP for Mental Health Clinician Services on August 8, 2024. The RFP was extended and proposals were due September 6, 2024. Staff interviewed finalist and is preparing recommendations.
- On July 15, 2024, the City Council allocated \$50,000 towards a Home Rehabilitation Program in partnership with Habitat for Humanity Los Angeles (Habitat LA). A Professional Services Agreement with Habitat LA to manage the City's program was approved by City Council on September 3, 2024. The agreement has been executed. Next steps are to develop program criteria and applications, advertise the program and begin implementation.
- On October 21, 2024, the City Council approved Professional Services Agreements with Home Again LA and North Valley Caring Services to provide comprehensive homeless services for a one-year term with possible extensions for a total of a five-year term.
- On October 21, 2024, the City Council approved a Professional Services Agreement with Hope the Mission to provide mental health clinician services for a one-year term with possible extensions for a total of a five-year term.
- Pursuant to City Council direction, follow up items related to the encampment ordinance include:
  - a) Provide a presentation to City Council with strategies to inform businesses and property owners about the encampment ordinance, how to report potential violations, and a process for business/property owners to provide trespass authority to the Police Department. Some of this has been discussed during recent special Community Watch meetings. A Letter of Agency has been developed in coordination with the City Attorney and implemented by the Police Department.
  - b) Provide informational resources to unhoused individuals for medical facilities, housing agencies, and transportation services. All of this information is currently provided through our Homeless Outreach Service provider. A presentation **was** provided to City Council on October 21, 2024.

*Next City Council Action:* none

*Tentative Completion Date:* Ongoing.

### **Title: CDBG Neighborhood Cleanup Program**

*Description:* Annually, CDBG program guidelines require that the City Council approve the planned programming expenditures for the upcoming fiscal year. In May 2024, the City Council approved the FY 2024-2025 CDBG Programs, which included the Neighborhood Cleanup Program. The budget allocation for this program is \$25,808.

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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*Status:* The agreement has been executed. **Eight applications have been approved and will be scheduled for work to begin.** Staff continuously receives applications and has begun scheduling clean ups.

*Next City Council Action:* No additional City Council action required at this time.

*Tentative Completion Date:* June 2025

### **Title: Community Preservation Commercial Property Education Program**

*Description:* To address the City Council's interest in Community Preservation efforts in commercial areas of the City, the Community Development Department's FY 2024-2025 Work Plan included an objective to create a commercial education and maintenance program. The goal is for Community Preservation Officers to work with the business community to ensure the beautification of San Fernando's commercial corridors.

*Status:* On August 19, 2024, the proposed program was presented to the City Council for feedback prior to implementation. Next steps are to finalize an illustrative postcard; distribute the postcard in January 2025, host workshops in February 2025; and conduct walking surveys beginning in March 2025.

*Next City Council Action:* No additional City Council action required at this time.

*Tentative Completion Date:* June 2025 (Ongoing).

### **Title: Graffiti Program (with Public Works)**

*Description:* The City's efforts to remove, prevent, and prohibit graffiti are governed by Article VII of the Municipal Code. While enforcement is the responsibility of the Director of Public Works, the Community Development Department, specifically Community Preservation Officers, and the Police Department are also involved, especially when graffiti involves criminal activity or gang-related markings.

Graffiti was one of the top concerns during the City Council's 2024 Strategic Goals planning study session. As part of the FY 2024-2025 Budget, the City Council approved converting two (2) part-time maintenance worker positions into one (1) full time position for the purposes of having a full time staff person dedicated to addressing graffiti.

*Status:* On March 13, 2024, the City Manager updated the City Council with a draft Standard Operating Procedure (SOP) for addressing graffiti, reports for the My San Fernando App, and details related to two (2) graffiti-related incidents that resulted in arrests.

Additionally, to assist the business community with the cost of abating and graffiti prevention, applying anti-graffiti coating and installing eye-catching vertical landscaping were identified as priority projects for the Small Business Grant Program.

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The full-time position has been filled as of August 25, 2024 and has started. Next steps are for the SOP and a reporting matrix for monitoring frequency of location will be finalized and shared with the City Council.

*Next City Council Action:* Discussion item is tentatively scheduled for **January 20, 2024**.

*Tentative Completion Date:* N/A

### **Title: Climate Action Resilience Plan (CARP) & General Plan Updates to Circulation and Open Space/Parks Elements**

*Description:* A Climate Action and Resilience Plan (CARP) serves as a strategic framework designed to mitigate the adverse effects of climate change while fostering resilience within communities and ecosystems. Its primary purpose is to identify and implement measures that reduce greenhouse gas (GHG) emissions, adapt to changing environmental conditions, and enhance preparedness for climate-related challenges. The CARP promotes sustainable practices like renewable energy adoption, green infrastructure development, and carbon footprint reduction initiatives, while fostering collaboration among stakeholders and supporting innovation in green energy. A grant from the California Governor's Office of Planning and Research was received to complete the CARP and for updating the City's General Plan, specifically the Circulation (transition to Mobility) and Open Space/Conservation/Park-Recreation elements.

#### *Status:*

- **CARP Phase 1:** Completed and presented to City Council in February 2024 with data collection, a GHG Emissions Inventory, and a Vulnerability Assessment.
- **CARP Phase 2:** Ongoing, focusing on identifying strategies and actions to mitigate climate change through GHG emission reductions in the most cost-effective manner and include strategies for climate adaptation and resilience. Extensive community engagement, led by Pacoima Beautiful, Fernandeño Tataviam Band of Mission Indians (FTBMI), and Climate Resolve, is a key component.
- **Grant:** On April 2, 2024, the City Council accepted the California Governor's Office of Planning and Research Grant and appropriated the funds. The City Council also approved a professional services agreement with Rincon Consultants Inc. to complete the CARP and General Plan updates.
- **General Plan Update:** The final CARP will support updating the City's General Plan, specifically the Circulation (transition to Mobility) and Open Space/Conservation/Park-Recreation elements. All activities are to be completed by January 31, 2026.
- **Community Engagement:** Community engagement activities are planned throughout 2024-2025. The first Planning 101 workshop was held on September 28, 2024 from 10 a.m. to 2 p.m. at Recreation Park. Social media posts and flyers were created for promotion and distribution. The next activity is a Community Meeting on November 16<sup>th</sup> at Las Palmas Park from 9am to 10:30am. **Website description has been drafted for review and posting.**

*Next City Council Action:* The CARP and updates to the General Plan are tentatively scheduled for a public hearing before City Council in April 2025.

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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*Tentative Completion Date:* January 31, 2026

### **Title: Mixed Use and Specific Plan Overlay Districts**

*Description:* The City's Housing Element includes applying a mixed-use overlay to 112 parcels that are currently zoned C-1 and C-2. It also includes expanding some of the overlays to specific parcels in the SP-5 zone. This is aimed at increasing the City's housing capacity to meet our Regional Housing Needs Assessment (RHNA) obligation of 1,795, but will also create flexibility for existing properties to allow either 100 percent residential or residential mixed with commercial uses.

The State requires any rezoning that is necessary to meet a city's RHNA obligation to be completed by October 2024. While this work was to be funded by the SCAG 2.0 grant, because of the State deadline and the uncertainty of the funding staff moved forward with procuring a consultant to begin the work.

*Status:* Community Engagement efforts leading up to the public hearing included updated project description on the City's website: <https://ci.san-fernando.ca.us/community-development/#planning>; a survey to obtain opinions regarding mixed use development design; two virtual workshops for property owners to explain the details and benefits of the overlays; a stakeholder meeting; and a Planning and Preservation Commission workshop on September 9, 2024.

A public hearing was scheduled before the Planning and Preservation Commission on October 14, 2024. The Commission voted to recommend the City Council not adopt an ordinance amending the Zoning Code to establish a mixed use overlay and amend the City's zoning map. In addition, the Commission adopted a resolution recommending the City Council amend the Corridors Specific Plan Land Use Map to add the Downtown and Flex Use Overlays to certain properties.

*Next City Council Action:* A public hearing is scheduled for November 18, 2024, to introduce ordinances for first reading.

*Tentative Completion Date:* January 2025 (tentatively the effective date of the proposed ordinance).

### **Title: Zoning Code Reorganization**

*Description:* The City's Housing Element includes programs and policies aimed at amending the Zoning Code to comply with State Housing Law. The scope of work includes various zoning code amendments, establishing processing policies and monitoring programs as well as reformatting the current zoning code to be more user friendly for staff and the public.

*Status:* While this work was to be funded by the SCAG 2.0 grant, because of the uncertainty of the funding and the compliance concern, staff moved forward with procuring a consultant to begin the work. The project has been kicked off and an outline of the zoning code is underway.

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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The zoning code updates pertaining to landscape standards and outdoor dining on private property will be incorporated into this update.

*Next City Council Action:* A public hearing is tentatively scheduled for February 3, 2025, to introduce an ordinance for first reading.

*Tentative Completion Date:* March 2025 (tentatively the effective date of the proposed ordinance).

### **Title: SCAG REAP 2.0 Grant**

*Description:* The City was awarded \$791,818 under the SCAG REAP 2.0 Housing Infill on Public and Private Lands (HIPP) Program and \$333,182 under the Subregional Program (SRP) for a total of \$1,125,000. On January 25, 2024, the City was notified of the Governor's 2024-2025 State Budget proposal that included budget cuts including a reversion of the SCAG's REAP 2.0 programs. Fortunately, on July 29, 2024, the City was notified the REAP 2.0 program was able to resume and the City would receive its full award. SCAG immediately began working with the City to refine the scope of work (SOW), budget, and schedule.

The City's final SOW consists of five sub-projects that were identified as programs in the City's 2021-2029 Housing Element. In summary they are:

- Develop strategies for preventing displacement and maintaining affordable housing for disadvantaged community members and establishing supportive programs for tenants and homeowners to prevent displacement and affirmatively further fair housing. This will be in the form a Community Stabilization Manual.
- Update the 2002 Historic Survey to identify eligible historic resources throughout the City to promote conversion or preservation of historic commercial buildings into housing while also promoting improvement or expansion of residential buildings to maintain quality of existing housing, neighborhoods, and health of residents, and to address overcrowding.
- Update the City's density bonus ordinance to comply with state housing law and to establish a local density bonus ordinance with incentives encouraging affordable housing.
- Complete a comprehensive update to the Zoning Code and Corridors Specific Plan 5 (SP-5) to allow residential land use in currently restricted areas, increase development capacity for housing on underutilized or vacant infill sites, streamline the review process and comply with the latest state housing laws.
- Review and update the City's development process for housing developments to ensure potential barriers that may hinder housing construction are removed and a smoother and more efficient approval process for housing projects.

*Status:* On October 21, 2024, City Council adopted a resolution accepting the Southern California Associations of Governments' Regional Early Action Program 2.0 Grant and authorizing a Memorandum of Understanding to implement the grant program. SCAG will no longer be able to procure a consultant on behalf of the City. The City will procure the consultant. A Call for Service

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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was issued out on November 7, 2024 to the pre-approved on-call list of consultants. The goal would be to begin work in January, 2025 as the deadline for funds to be expended has been extended to June 30, 2026.

*Next City Council Action:* Consideration to approve a professional services agreement with a firm to implement the SCAG REAP 2.0 grant program. is tentatively scheduled for January 5, 2026.

*Tentative Completion Date:* June 30, 2026

### **Title: Landscape Ordinance**

*Description:* The City Council adopted Urgency Ordinance No. U-1725 on March 18, 2024. It is effective for a period of one year from date of adoption. The Urgency Ordinance enacted a temporary moratorium on the installation of artificial turf and synthetic grass pending the study and development of reasonable regulations. Therefore, the Planning Division is working with a consultant to update the existing Municipal Code with comprehensive city-wide landscape standards including permanently prohibiting the installation of synthetic grass and artificial turf.

*Status:* On August 12, 2024, the Planning and Preservation Commission discussed potential regulations. Commissioners requested additional information, recommendations and visual illustrations of potential regulations. A second discussion was held on September 9, 2024. The proposed ordinance has been drafted, including illustrations demonstrating the difference between current and proposed regulations. This has been posted to the City's website to solicit public comments and inform the public prior to the hearing at the Planning and Preservation Commission.

This amendment has been integrated into the Zoning Code reorganization.

*Next City Council Action:* A public hearing is tentatively scheduled for February 3, 2025, to introduce ordinance for first reading.

*Tentative Completion Date:* March 2026 (tentatively the effective date of the proposed ordinance).

### **Title: Outdoor Dining Ordinance**

*Description:* As a continued work plan objective from FY 2023-2024, Community Development is working with Public Works to establish a new outdoor dining program to promote pedestrian friendly and community focused design.

*Status:* A proposed ordinance has been drafted for outdoor dining in the public right of way as well as on private property. A draft PowerPoint has also been drafted to summarize the ordinance to share and solicit feedback from businesses. The draft ordinance and power point have been posted on the City's website. A discussion with the Planning and Preservation Commission will be tentatively scheduled for November 12, 2024, before an ordinance is brought before them for consideration to recommend to the City Council.

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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The amendment to the zoning code has been incorporated into the zoning code reorganization and update that will be presented to Planning and Preservation Commission on January 13, 2026.

*Next City Council Action:* A public hearing is tentatively scheduled February 3, 2026, to introduce an ordinance for first reading.

*Tentative Completion Date:* March 2026 (tentatively the effective date of the proposed ordinance).



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**Public Works.****Title: Street Resurfacing Project – Phase 3 (Moved to Completed Items in Attachment “C”).****Title: Carlisle Green Alley Reconstruction Project**

*Description:* The Carlisle Green Alley Project will revitalize an underutilized alley into a vibrant linear green space. Through a combination of strategic planning and sustainable design, this project seeks to enhance urban landscape, foster environmental sustainability, and promote healthier, more vibrant neighborhoods. The development will include a safer walking and biking route, enhanced with shade trees and lighting to encourage active transportation and community engagement. The landscape will be revitalized with the planting of over 200 trees and native plants, enriching the area’s biodiversity. Permeable surfaces will be installed to facilitate groundwater infiltration, improving water quality and reducing runoff. Additionally, the construction of bioswales will naturally filter stormwater, mitigate flooding, and bolster the area’s environmental resilience.

*Status:* On September 3, 2024, the City Council approved a Professional Services Agreement with TreePeople for project management. Once the project management agreement has been executed, the City will advertise a Request for Proposals for Engineering Design of the project.

**Carlisle Street Green Alley Project Tentative Timeline****Milestones**

- Award of Tree People Contract
- Design RFP Release
- RFP Question Deadline
- RFP Deadline
- RFPs Review
- Staff Report Due
- Recommend Award of Design Consultant Contract
- Concept Deadline
- Design 60%
- Design 100%
- Advertise
- Recommend Award of Construction Contract
- Construction
- Notice of Completion
- Project Closeout

**Tentative Date**

9/3/2024 (Completed)  
 10/18/2024 (Completed)  
 11/1/2024  
 11/20/2024  
 11/21/2024-12/4/2024  
 12/23/2024  
 1/6/2025  
 2/28/2025  
 5/29/2025  
 8/29/2025  
 9/1/2025-9/26/2025  
 10/13/2025  
 11/3/2025-5/1/2026  
 5/18/2026  
 June 2026

*Next City Council Action:* Approve and award a Professional Services Agreement for Engineering Design Services, tentatively scheduled for January 2025.

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*Tentative Completion Date:* June 2026

### **Title: Calles Verdes Project**

*Description:* The Calles Verdes Project marks a collaborative effort between the City and TreePeople aimed at enhancing the City's infrastructure to effectively manage stormwater and nuisance water. Through the implementation of innovative techniques, the project endeavors to construct bioswales across strategic locations within City streets and parking lot. Specifically, the project entails the installation of bioswales along Maclay Avenue, stretching from San Fernando Road to Kewen Street, alongside the creation of bulbouts at key intersections including Maclay Avenue and Celis Street and Maclay Avenue and Pico Street. Furthermore, the initiative includes the integration of bioswales and cooling pavement within Parking Lot No. 4, as well as promoting sustainable water management practices. These bioswales and bulbouts will feature strategically placed curb cuts to redirect stormwater and nuisance water away from the street's surface, while simultaneously fostering the growth of greenery within the landscaped parkways. Additionally, street trees will be planted to further enhance the aesthetic and environmental benefits of the project. In Parking Lot. No. 4, trees and bioswales will be incorporated within the existing concrete parking lot medians.

*Status:* Design Team is currently working on finalizing the design. Upon completion of design, the City will advertise the project for construction.

*Next City Council Action:* Once design is finalized and construction bids are received, a recommendation to award a construction contract will be presented to City Council. Tentatively scheduled for February 2025.

*Tentative Completion Date:* December 2026

### **Title: Las Palmas Park Revitalization Project**

*Description:* The Las Palmas Park Revitalization project encompasses a comprehensive array of amenities aimed at enhancing the park's functionality, aesthetics, safety, and sustainability. The project includes new multi-purpose field lighting, renovating three baseball fields with lighting, renovating existing restroom/concession building at Ballfield 1, renovating basketball courts with lighting, renovating existing playground with ADA accessibility, constructing a new splash pad with a new prefabricated restroom building to meet the code requirements of the splash pad, renovating existing outdoor exercise equipment, renovating picnic shelters with walking path lighting, and striping of basketball/roller derby.

*Status:* The project is currently under design. The latest plans submitted to staff for review were at 60%. The current design that incorporates all of the amenities desired by the community is significantly over budget. On October 16, 2024, staff met to discuss current project budget and measures to reduce project scope. **Staff will be presenting recommendations to City Council in January 2025.**

*Next City Council Action:* **Discussion and Consideration to adjust the design based on budget constraints is tentatively scheduled for January 2025.**

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*Tentative Completion Date:* December 2026

### **Title: Pioneer Park Playground Renovation Project**

*Description:* The Pioneer Park Playground Renovation project aims to revitalize the existing playground area, making it safer, more engaging, and inclusive space for the community. The playground will include age appropriate equipment, inclusive structures, musical elements, surface mat, and shade coverage.

*Status:* Contractor is currently working on final punchlist items..

*Next City Council Action:* No City Council action required at this time. A grand opening will be scheduled once construction is complete; tentatively January 2025/February 2025.

*Tentative Completion Date:* January 2025



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### **Title: Cindy Montañez Natural Park Improvements & Maintenance**

*Description:* In June 2023, City Council accepted a \$7.5 million grant for the Pacoima Wash Connectivity Project, funded through the California Department of Transportation (Caltrans) to complete the Pacoima Wash Bike Path Project and make improvements to the Cindy Montañez Natural Park. Improvements to the Park include extending the bike path to Foothill Boulevard, new lighting, restroom facilities, and restoration of walking paths, bridges, and vegetation throughout the park. A permanent Cindy Montañez memorial sign will also be purchased and installed.

Ongoing maintenance of the Park including watering, mulching, stump removals, tree removals, weeding, brush removals, tree pruning, creek clean-up, and trash disposal, is required.

*Status:* In June 2024, staff began meeting with community organizations that have the knowledge, expertise, and resources to properly maintain a “natural park” to explore possible partnerships to provide adequate ongoing maintenance. Staff has met with TreePeople as well as Tataviam Conservation Corps to discuss possible partnerships for ongoing maintenance. As part of their tree planting services, TreePeople staff currently visits weekly to hand-water the native plants and trees due to the vandalism of the park’s irrigations system. To support the health of these plants, they also apply mulch to help conserve moisture and prolong water availability. Additionally, the team repairs protective cages around newly planted vegetation and actively removes invasive species. Preparations are underway for the planting of 100 native plants this fall through the Calles Verdes grant.

On August 21, 2024, staff discussed utilizing Tataviam Conservation Corps to assist with the park’s upkeep through funding received by the Fernandeno Tataviam Band of Mission Indians. Their responsibilities would include creek clean-up, weed and brush removal, tree pruning, trail maintenance, tree stump removal, and trash disposal on a bi-weekly basis.

**A maintenance agreement with the Fernandeno Tataviam Band of Mission Indians was approved by City Council on October 21, 2024.**

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*Next City Council Action:* No City Council action at this time. Staff will be preparing a Request for Proposals for Design Engineering Services for Phase 2.

*Tentative Completion Date:* On-going

### **Title: HSIP Traffic Signal Modification Project**

*Description:* The Highway Safety Improvement Project (HSIP) Cycle 8 involves upgrading traffic signals at nine (9) locations in the Metrolink Corridor (San Fernando Road and Truman Street). The traffic signal modifications will consist of removal and installation of new signal poles, pedestrian heads, pedestrian push buttons, LED luminaires, street name signs, controllers, wiring, curb ramps, signing, striping, etc. The nine intersections include:

1. Hubbard Avenue at San Fernando Road
2. Hubbard Avenue at Truman Street
3. Hubbard Avenue at First Street
4. Maclay Avenue at San Fernando Road
5. Maclay Avenue at Truman Street
6. Maclay Avenue at First Street
7. Brand Boulevard at San Fernando Road
8. Brand Boulevard at Truman Street
9. Wolfskill Street at Truman Street

*Status:* The City's contractor, Alfaro Communications Construction, Inc. is working on the rewiring of the intersection of Truman Street and Maclay Avenue. The installation of the new cabinet and controller at this intersection has been completed. Los Angeles County Public Works is assisting the contractor with setting up of the new controller.

*Next City Council Action:* Acceptance of the project is tentatively scheduled for January 21, 2025.

*Tentative Completion Date:* December 23, 2024

### **Title: Citywide Traffic Signal Synchronization Project**

*Description:* The Citywide Traffic Synchronization Project involves upgrades of controller systems at 13 locations throughout the City. The traffic signal modifications will include installation of new Global Positioning System (GPS) units, traffic signal controllers, traffic signal cabinets, conduit, conductors, pull boxes, etc. Following the installation of new equipment, updated traffic signal timing charts will be inputted to synchronize traffic signals.

The locations that form part of the project are the following:

1. Truman Street at South Workman Street
2. San Fernando Mission Boulevard at San Fernando Road
3. San Fernando Mission Boulevard at Pico Street
4. San Fernando Mission Boulevard at Hollister Street
5. San Fernando Mission Boulevard at Kewen Street
6. San Fernando Mission Boulevard at Mott Street



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7. San Fernando Mission Boulevard at O'Melveny Street
8. North Maclay Avenue at Library Street
9. North Maclay Avenue at Fifth Street
10. North Maclay Avenue at Seventh Street
11. North Maclay Avenue at Eighth Street
12. South Brand Boulevard at Celis Street
13. South Brand Boulevard at Keweenaw Street

*Status:* The construction contract has been executed and staff has submitted a purchase requisition to the Finance Department. Once a purchase order has been issued, staff will give the contractor a notice to proceed for ordering all equipment; traffic signal controllers and cabinets. Construction is anticipated to begin in December 2024.

*Next City Council Action:* Acceptance of the project as completed, tentatively scheduled for March 2025.

*Tentative Completion Date:* February 2025

### **Title: Curb Painting, Street Striping, and Street Markings**

*Description:* The Los Angeles County Department of Public Works (County) has been contracted to repaint pavement markings and striping with thermoplastic paint, including crosswalks, centerlines, stop legends, and curbs restrictions etc.

*Status:* The Los Angeles County Public Works Department (LACPWD) continues to stripe and install pavement markings throughout the City as part of the City's Citywide Street Striping project. Work may involve weekend work in order to focus on school zones with minimal traffic impact. The work involves restriping crosswalks, stop bars and pavement legends (i.e., STOP, Railroad Crossing) and restrictive curbing (red, yellow, green, blue and white.) Work is scheduled to be completed in October 2024. Work began on August 5, 2024. **The County has completed approximately 80% of the project as of end of December 2024.** Pending work includes painting the centerlines, curbs and any potential punch list items.

*Next City Council Action:* N/A

*Tentative Completion Date:* December 2024

### **Title: Citywide Signage Upgrades**

*Description:* Replacement and installation of various signs. The project consist of several types of sign replacements including but not limited to traffic signs, wayfinding signs and trolley signs. The project will replace faded signs citywide including but not limited to: stop signs, speed limit signs, street sweeping, crosswalk signs, street name signs, wayfinding signs, and trolley signs. This project will be performed in phases; Phase I will consist of wayfinding and trolley signs. Phase II will consist of regulatory, warning and guide signs. The City plans to coordinate with Los Angeles County Public Works for Phase II sign replacement.

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*Status:* Staff met with Los Angeles County Public Works to discuss future projects including citywide sign replacement opportunities. Staff will be requesting a quote for the manufacturing and installation of wayfinding and trolley signs

*Next City Council Action:* No City Council action required at this time.

*Tentative Completion Date:* Phase I to be completed in Spring 2025

### **Title: Bus Shelter Rehabilitation Project**

*Description:* The Bus Shelter Rehabilitation Project involves the installation of new bus shelters and bus benches at eight (8) bus stop locations, removal and reconstruction of damaged and non-ADA compliant wheelchair ramps, sidewalks and drive approaches, relocation/adjustment traffic signal/street lighting boxes and water meters, etc.

*Status:* METRO disqualified the proposal from the lowest bidder due to the contractor not meeting all aspects of the Disadvantage Business Enterprise requirement. The proposal from the second lowest bidder was submitted to METRO for review; METRO approved the proposal on October 17, 2024.

*Next City Council Action:* Award a construction contract is scheduled for November 18, 2024.

*Tentative Completion Date:* Start of construction planned for December 2024 with completion in February 2025.

### **Title: Pacoima Wash Bikeway Project**

*Description:* The San Fernando Pacoima Wash Bikeway and Pedestrian Path Project Phase I consists of constructing a bikeway and installing a prefabricated pedestrian bridge along the Pacoima Wash Channel from Fourth Street (Bradley Avenue) to Cindy Montañez Natural Park (Eighth Street). The project will connect students and San Fernando residents to a new non-motorized trail, offering opportunities for recreation and increased bike and pedestrian commuting options along local streets as noted in the City's Safe and Active Streets Plan, encouraging connectivity to wider bike and pedestrian network in neighboring communities within the City of Los Angeles. The project entailed construction of a 12 foot wide, 1.34-mile long Class I asphalt concrete bikeway, bioswales, retaining walls, prefabricated pedestrian bridge, installation of rectangular rapid flashing beacons, welded wire fence, solar lights, bollards, signage, striping, and markings, as well as access ramps. The contractor is currently working on final punch list items.

*Status:* Construction is 95% complete.

*Next City Council Action:* Notice of Completion, scheduled for January 2025.

*Tentative Completion Date:* January 2025

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### **Title: Parking Management Program (Residential Permit Parking)**

*Description:* Residential – Create a residential permit parking program by conducting a thorough review of the municipal code to identify recommended updates that incorporate statewide policies and regulations. Review and update existing operational policies and enforcement guidelines to ensure that the program is fair and equitable throughout the City. Data will also be collected to assist in making data driven decisions as it relates to curb and parking management. At the conclusion of this project, City Council will be presented with a Residential Parking Action Plan that will include a thorough review of existing processes and procedures along with recommendations for updates and a proposed implementation plan for adoption.

Commercial – As part of the Downtown Master Plan, which encompasses all of the City’s major commercial corridors, updated parking data has been collected and recommendations for best practices will be presented by Walker Parking consultants. Additionally, staff is working to upgrade all parking meters in the commercial corridors to smart meters that accept both coins and credit cards.

*Status:* On July 15, 2024, the City Council approved a Professional Services Agreement with Dixon Resources Unlimited for Residential Parking Program Implementation Services. City staff held an initial kick-off meeting with the consultant in August and is working to schedule an Ad Hoc meeting to review the schedule and community engagement plan. On September 16, 2024, a Joint City Council/Planning and Preservation Commission meeting was held to discuss the Downtown Master Plan, this included a discussion on parking in the commercial corridors. On October 7, 2024, the City Council awarded a contract to IPS Solutions Inc. to upgrade all parking meters in the downtown area to smart meter.

*Next City Council Action:* A Presentation of guidelines for proposed Residential Parking Program is tentatively scheduled for April 2025.

*Tentative Completion Date:* July 2025

### **Title: City Facility Condition Assessment Report**

*Description:* The Facilities Condition Assessment (FCA) report is a comprehensive evaluation of the current condition of all city owned facilities (buildings). This report is used to assess the physical state of the facilities, identify deficiencies, and estimate the costs associated with repairs, maintenance, and capital improvements. Key Components of a Facilities Condition Assessment Report: Inventory of Assets: A detailed list of all the assets being assessed, including buildings, infrastructure, and equipment. Visual Inspections: On-site inspections of the facilities to assess the condition of structural, mechanical, electrical, plumbing, and other building systems. Condition Ratings: Assigning condition ratings or scores to different components based on their current state, typically ranging from “excellent” to “poor.” Deficiency Identification: Identifying and documenting deficiencies or issues that need to be addressed, such as structural damage, outdated systems, or safety hazards. Cost Estimates: Providing cost estimates for the repairs, replacements, and improvements needed to bring the facilities up to desired standards or maintain their current state. Prioritization: Recommendations for prioritizing repairs and maintenance based on factors like safety, regulatory compliance, and potential impact on operations. Life Cycle Analysis: Analyzing the expected remaining useful life of building systems

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and components to plan for future replacements or upgrades. Recommendations: Strategic recommendations for maintaining, repairing, or upgrading the facilities, including short-term and long-term plans. Facility Condition Index (FCI): A metric often included in the report that provides a snapshot of the overall condition of the facility. It is usually calculated by dividing the total cost of repairs by the replacement cost of the facility.

The purpose of the FCA report includes; Strategic Planning: Helps organizations plan and budget for maintenance, repairs, and capital improvements over time. Resource Allocation: Assists in allocating resources more effectively by identifying priority areas. Risk Management: Identifies potential risks related to the physical condition of the facilities that could affect safety, compliance, or operations. Compliance: Ensures that facilities meet regulatory requirements and industry standards. Improvement Tracking: Provides a baseline to measure the progress of facility improvements over time.

FCA reports are commonly used by property owners, facility managers, government agencies, and educational institutions to manage their physical assets and make informed decisions about maintenance and capital investments.

*Status:* Project kick-off meeting was held on October 16, 2024.

*Next City Council Action:* An overview of the data analysis conducted by Brightly is tentatively scheduled to be presented in January 2025.

*Tentative Completion Date:* June 2025

### **Title: Fixed Route ADA Sidewalk Improvement Project**

*Description:* The Fixed Route ADA Sidewalk Improvement Project consists in upgrading damaged and non-ADA compliant sidewalks, drive approaches, curb and gutters, wheelchair ramps, etc., along transit routes: Truman Street, from Brand Boulevard to Maclay Avenue; Hubbard Avenue from San Fernand Road to First Street; and Seventh Street and Harding Avenue.

*Status:* Determine detailed scope of work, field-checking sites, preparing cost estimates, preparing project specifications, identifying conflicting utilities, identifying business access that will be impacted by proposed construction. Complete project specifications and construction quantities, and advertise project for construction.

*Next City Council Action:* Award a construction contract, tentatively scheduled for December 2024.

*Tentative Completion Date:* Planned construction completion date is April 2025.

### **Title: Las Palmas HVAC Project**

*Description:* Las Palmas Park is one of the City's primary community centers that hosts many in-person programs and activities each week. It also serves as one of the City's two (2) cooling

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centers during the hot summer months. Consequently, a functioning heating, ventilation and air condition (HVAC) system is imperative at this community center. Using ARPA funding, City Council has approved funding for partial replacement of the HVAC system at Las Palmas Park. Due to funding, the project is limited to upgrading the unit that serves the gym as it is the most used part of the building for events.

*Status:* On August 19, 2024, the City Council awarded a contract to Carrier Corporation. There is 10-12 week lead-time to receive equipment.

*Next City Council Action:* Acceptance of project, scheduled for winter 2025.

*Tentative Completion Date:* Winter 2025

### **Title: Emergency Generator Installation at Las Palmas and Recreation Park Facilities**

*Description:* Having emergency generators at a park cooling centers serves several important purposes, especially during extreme weather events or power outages. A generator ensures that cooling centers remain operational during power outages, which are common during extreme weather, allowing them to provide essential services such as air conditioning, lighting, and power for critical equipment like medical devices and refrigeration units. These centers offer a safe haven for vulnerable populations, including the elderly and those with medical conditions, and serve as a hub for community resilience by providing a dependable place for residents to gather, receive information, and access resources during emergencies. Additionally, they support the coordination of emergency services, distribution of supplies, and help protect public health by reducing heat-related illnesses and fatalities. By ensuring the center's functionality, emergency generators demonstrate preparedness and reliability, reinforcing public trust and establishing the cooling center as a vital part of the local emergency response plan.

Overall, emergency generators at the park cooling centers are a critical investment in community safety and resilience, ensuring that the center can provide essential services and a safe environment regardless of power grid stability.

*Status:* Two (2) generators have been received and placed on their respective concrete pads. The design for connecting generators to the switching mechanism and to the building is currently in plan check.

*Next City Council Action:* Approve Notice of Completion in January 2025.

*Tentative Completion Date:* January 2025.

### **Title: Civic Center Beautification (Painting) Project**

*Description:* The Civic Center Beautification Project includes minor wall repairs, pressure washing block walls, painting the exterior of City Hall and the Police Department, and applying wood stain to wood surfaces. City Hall and the Police Department will remain open for business during the project.

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*Status:* On August 5, 2024, the City Council awarded a contract to US National Corp. The project began September 2024. Staff obtained a quote from US National Corp to paint the entrance lobby of City Hall and the exterior of the Police Station. The change order amount came within the projects' budgeted amount and will proceed with the work. **At the October 21 City Council meeting, a color selection was made for the San Fernando Police Department. Additional modification, including color changes, relocation of the city seal at the frontage of the building and the additional of lettering to the city hall building were requested. The contractor provided updated renderings of the proposed exterior paint scheme for City Hall which will be presented to City Council on November 18 for color selection.**

*Next City Council Action:* **Selection of color for exterior painting of City Hall and Police Department and Acceptance of project, scheduled for March 2025.**

*Tentative Completion Date:* **January 2025**

### **Title: Urban Forest Management Plan**

*Description:* An Urban Forest Management Plan (UFMP) is a comprehensive blueprint for the sustainable care and stewardship of trees within the City. It encompasses a range of strategies aimed at preserving, enhancing, and effectively managing the City's urban forest ecosystem. These strategies in the UFMP include tree preservation, strategic planting initiatives, routine maintenance activities, and continuous community engagement efforts.

*Status:* On May 6, 2024, the City Council approved the Urban Forest Management Plan. Direction during that meeting included the following follow up items:

- Policy for the removal of trees
- Creation of Tree Commission and specific responsibilities
- Define what "Tree City USA" actually stands for

Additionally, at the August 12, 2024 Planning and Preservation Commission meeting, the role of the Commission as the City' Tree Commission was discussed.

*Next City Council Action:* Review of updated policies per direction on May 6, 2024.

*Tentative Completion Date:* January 2025

### **Title: Downtown Trash Enclosures**

*Description:* Renovate City owned trash enclosures in the San Fernando Mall area, to include doors, roofs, security and enhance appearance. Trash enclosures located in alleys parallel and north and south of San Fernando Road.

*Status:* Initial surveys of existing trash enclosure sites at the San Fernando Mall have been completed. Preparing concept designs for trash enclosures, preliminary cost estimates and project schedule. Plan to construct prototype trash enclosure to evaluate before constructing the remaining trash enclosures. On October 7, 2024, the City Council received and filed a presentation on Downtown Mall area trash enclosures.

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*Next City Council Action:* Present design renderings and cost estimates of trash enclosures is tentatively scheduled for February 2025.

*Tentative Completion Date:* Pending City Council direction, planned construction completion date is summer 2025.

### **Title: City Owned Right-of-Way Beautification**

*Description:* Improving city-owned rights-of-way (ROWs) for beautification is a multi-faceted effort that enhances the visual appeal, functionality, and environmental quality of public spaces such as streets, medians, sidewalks, bikeways and easements.

*Status:* City Own Right of Way Beautification Streetscape (Parkways, Medians and Islands) - Working with the water division, operation staff is reestablishing the necessary infrastructure to support healthy vegetation within the city's public right-of-ways, this work is including the replacement of backwater flow devices, irrigation components and electrical/control wiring which have been stole. Staff is in the process of developing a comprehensive list of work activities for all location including city entrances islands, parkways, bikeway and medians. This includes review of the large planter pots along the Maclay Corridor.

Vacant Tree wells - Staff has request information on available species and estimated cost for replacement trees for the vacant tree wells in the downtown area. Once the trees are procured planting will take place this Fall. Fall is considered the best time of planting trees for several reasons which include, cooler temperatures, adequate soil moisture, root growth focus, less pest and disease pressures, less competition from weeds, easier soil conditions as well as period for spring growth preparation.

*Next City Council Action:* No City Council action anticipated.

*Tentative Completion Date:* Ongoing.

### **Title: Project Labor Agreement**

*Description:* A Project Labor Agreement (PLA) is a pre-hire collective bargaining agreement establishing the terms and conditions of employment for a specific construction project. In general, PLAs are often used on large-scale construction projects to support labor relations, establish uniform work conditions, and potentially mitigate labor disputes.

To evaluate if a Project Labor Agreement is suitable for an organization, staff is researching the following information to be presented to City Council for consideration:

Understand the Project: Assess the nature, scope, and requirements of the construction project in question. Consider factors like project size, complexity, timeline, and potential labor issues.

Evaluate Pros and Cons: Identify the potential benefits and drawbacks of implementing a PLA.

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**Conduct Cost-Benefit Analysis:** Evaluate the financial implications of entering into a PLA.

**Legal Considerations:** Assess the legal implications of implementing a PLA in the project jurisdiction. Ensure compliance with local, state, and federal labor laws, as well as any regulatory requirements related to PLAs.

*Next City Council Action:* Tentatively scheduled to be presented to City Council on January 21, 2025.

*Tentative Completion Date:* To be determined based on City Council direction.

### **Title: City Fleet Replacement and Heavy Equipment Program**

*Description:* The City Fleet Replacement and Heavy Equipment Program is designed to effectively manage, maintain, and optimize the city's fleet of vehicles and heavy equipment. This program ensures that all city-owned assets, including cars, trucks, specialized vehicles, and heavy machinery, are safe, reliable, cost-effective, and ready to support city operations. The program supports various city departments such as public works, public safety, parks and recreation, and transportation, providing essential vehicles and equipment to carry out their missions efficiently. During the FY 2024-2025 Budget process, City Council approved an enhancement of \$210,000 to purchase a new backhoe.

*Status:* The Department has initiated the purchase of heavy equipment for maintenance work and is in the process of evaluating its current fleet of vehicles and heavy equipment. Staff is in the process of Identify the need, clearly define the requirements for the heavy equipment based on the specific maintenance tasks, to ensure that the proper piece of equipment is procured that meets the needs of the department. This involves understanding the type, size, and specifications of the equipment required.

This identification of the need will be followed by staff conducting a needs assessment which will evaluate the current vehicle and equipment inventory and determine if there are gaps that the new purchase will fill. This assessment will consider the equipment's usage frequency, the scale of maintenance work, and potential future needs among other factors. Once the needs assessment is completed, staff will be conducting research on suppliers and what are the equipment options. Staff will investigate potential suppliers and compare different equipment models. Consider factors such as reliability, warranty, after-sales support, and compatibility with existing equipment will all be considered.

*Next City Council Action:* **November 18, 2024 – PD Vehicles**

*Tentative Completion Date:* Ongoing program.



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### **Title: Fog Seal Coating of Public Parking Lots**

*Description:* The Fog Seal Coating of Public Parking Lots Project involves a pavement treatment to create a more acceptable travel surface to the road at a significant reduction in price, when compared to traditional overlays or reconstructions. A total of nine (9) parking lots will be resurfaced. The project also involves crack sealing, asphalt repairs and restriping of parking stalls.

The lots that form part of the project include:

- Parking Lot 3
- Parking Lot 5
- Parking Lot 6N
- Parking Lot 7
- Parking Lot 8
- Parking Lot 9
- Parking Lot 10
- City Hall Parking Lot
- San Fernando Police Department Parking Lot

Parking Lots 1, 11, and 12 were completed as part of previous projects. Parking Lot 2 is a concrete parking structure therefore this type of treatment does not apply. Parking Lot 4 is part of the upcoming Calles Verdes Project.

*Status:* In order to not impact activity for merchants of the San Fernando Mall during the Holiday season the project has been pushed to start in January 2025.

*Next City Council Action:* Acceptance of the project is tentatively scheduled for May 2025.

*Tentative Completion Date:* April 2025

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### **Police Department.**

#### **Title: Police Station Cameras and Parking Lot Security Improvement Project**

*Description:* The San Fernando Police Department is enhancing its station security through the 2022 Urban Area Security Initiative (UASI) Grant, a federal program under the Department of Homeland Security aimed at strengthening local communities against potential threats. Grant-funded activities are restricted to UASI National Priorities, including the protection of soft targets and crowded places. These improvements include installing additional cameras in critical unmonitored areas and upgrading the resolution of existing cameras for better coverage. Additionally, the outdated access control system will be replaced with a modern key fob system, enhancing security by tracking and restricting access to designated areas, ensuring only authorized personnel can enter. This upgrade also enables the department to limit or revoke access for separated employees, preventing them from entering restricted areas.

This project also includes improving security for the Police Department parking areas. The Detective Parking Lot is currently ungated and vulnerable to tampering and break-ins, with multiple incidents of unauthorized individuals loitering or entering the lot. Unauthorized vehicles also frequently block the lot's entrance, delaying emergency responses. Installing a controlled access gate will prevent unauthorized individuals from entering and obstructing the lot, thereby improving safety for both sworn officers and civilian personnel. To further secure the area, a guardian-style wrought iron fence will be installed atop the existing five-foot cinderblock wall and a mesh screen will be added to the gate will protect officers and vehicles from being observed, especially when officers are transporting firearms or arrestees

The budget allocation for the Police Station Cameras/Access Control project is \$114,408 from grant funds. The budget allocation for the Parking Lot Security Improvement project is \$89,982 from grant funds.

*Status:* Police Station Cameras/Access Control – The Request for Proposals (RFP) for the Security Camera and Access Control Project closed on October 24, 2024, with a total of nine proposals submitted. A panel comprised of the IT Administrator, Police Administrative Commander, Police Records Administrator, and Police Management Analyst reviewed and evaluated each proposal. Based on the panel's review, the panel determined that the proposal submitted by Bear Communications, Inc. (dba BearCom) best met the project's requirements and budget. Staff will present this recommendation to the City Council on November 18, 2024.

Parking Lot Security Improvement Project – Staff is awaiting the UASI 2024 Subaward Agreement from the City of Los Angeles. Once the agreement is secured and approved, staff will proceed with a notice inviting bids for the project.

*Next City Council Action:* Police Station Cameras/Access Control – Consider approving a Professional Services Agreement for the purchase and installation of security cameras and access control system on November 18, 2024.

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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Parking Lot Security Improvement Project – Approve the 2024 UASI Subaward agreement once received from the City of Los Angeles (estimated in early 2025).

*Tentative Completion Date:* **Police Station Cameras/Access Control, March 2025**; Parking Lot Security Improvement Project, December 2025.

### **Title: Law Enforcement Technology Improvements**

*Description:* Handheld Ticket Writers – During the FY 2024-2025 Budget Process, the City Council approved an ongoing budget enhancement of \$30,000 for the lease and integration of four handheld ticket writers into the Department's Records Management System. This acquisition will reduce redundant labor for Records Bureau staff, minimize human errors in data transcription and entry, and allow staff to focus on other duties. Additionally, it will help the Department maintain timely compliance with federal and state regulations while enhancing its traffic enforcement capabilities.

eSubpoena – During the FY 2024-2025 Budget Process, the City Council approved a one-time enhancement of \$7,320 and an ongoing enhancement of \$4,000 for the purchase and integration of eSubpoena software. This software will increase administrative efficiency related to subpoena service and court notifications. This technology will also reduce data entry and human error in Subpoena tracking and record keeping and free up staff time for other responsibilities, benefiting both officers and the public.

Flock ALPR Camera System – On September 14, 2023, the City received a grant from the Board of State and Community Corrections (BSCC) Organized Retail Theft (ORT) Program, allocating \$340,050 for the lease, installation, and implementation of Automated License Plate Readers (ALPR). The City Council subsequently approved a Master Services Agreement with Flock Safety for the installation and maintenance of 37 Fixed ALPRs throughout the City.

*Status:* Handheld Ticket Writers – **Staff will request approval of a professional services agreement with Turbo Data Systems, Inc. (TDS) on November 18, 2024.**

eSubpoena – Staff participated in a project kick-off meeting on October 10, 2024. **A purchase order for the vendor has been issued. All users of the software have been identified, and their information has been submitted to the vendor for configuration. Once the software has been configured for the Department, installation will be scheduled.**

Flock ALPR Camera System – All 37 cameras are now installed and operational.

*Next City Council Action:* **Handheld Ticket Writers – Approve contract for Handheld Ticket Writers, on November 18, 2024.**

eSubpoena – No additional City Council action required.

Flock ALPR Camera System – No additional City Council action required.

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*Tentative Completion Date:* Handheld Ticket Writers, December 2024; eSubpoena, December 2024; Flock ALPR Camera System, Installation Completed September 2024

### **Title: Police Department Overtime**

*Description:* On August 19, 2024, the City Council approved an additional overtime allotment of \$50,000. A resolution to appropriate the funds was subsequently approved by the City Council on September 3, 2024. The additional overtime is designated to address public safety concerns, specifically focusing on traffic and parking enforcement, DUI saturation patrols, enhanced investigative efforts, and crime suppression.

*Status:* On Wednesday, August 28, 2024, the SFPD Special Enforcement Team (SET), Detective Bureau, and a California State Parole Agent conducted a 290 PC Sex Registrant Compliance Check in San Fernando. The team visited the residences of nine (9) sex registrants, including individuals on active parole, to verify their compliance with release conditions. One (1) individual was arrested for failing to meet registration requirements.

On September 5, 2024, the SFPD Detective Bureau, SET, several California State Parole Agents, and a Probation Officer conducted a Parole/Probation Compliance Check. The team visited five (5) residences, contacted four (4) parolees, and made one (1) arrest for a parole violation.

On October 10, 2024, SFPD officers conducted a Crime Suppression Detail focused on surveillance and patrol of high-crime areas within the City. The detail resulted in one (1) traffic stop and one (1) pedestrian stop with a narcotics arrest.

On October 12, 2024, SFPD conducted a Parking Enforcement Detail. During this detail, a Community Service Officer (CSO) assisted police officers with traffic control at a traffic collision, responded to one parking call for service, and issued 51 parking citations.

On Saturday, October 19, 2024, SFPD conducted a Parking Enforcement Detail. During this detail two Community Service Officers (CSO) issued 69 parking citations.

On Thursday, October 31, 2024, SFPD officers provided high-visibility patrol, including foot and bicycle patrols in the area surrounding Orange Grove Avenue. Throughout the evening, officers interacted with community members and ensured that trick-or-treaters enjoyed a safe Halloween.

On Tuesday, November 5, 2024, SFPD's Special Enforcement Team (SET) and Target Asset Protection Specialists conducted an undercover operation targeting shoplifters and organized retail theft at the San Fernando Target store. The operation resulted in the detention of six shoplifters, including three juveniles, one with an outstanding warrant. Another suspect was in possession of contraband. All suspects were arrested and booked for various theft-related offenses, and the stolen merchandise was recovered and returned to Target.

## **Receive and File Status Updates for Enhancements, Projects, and City Council Priorities**

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Additional special enforcement, crime suppression, traffic and parking enforcement, and saturation patrol details are pending.

*Next City Council Action:* No additional City Council action required.

*Tentative Completion Date:* January 2025

### **Title: Police Officer Staffing Update**

*Description:* During the FY 2024-2025 Budget Process, the City Council approved a recurring budget enhancement of \$40,000 for a Police Corporal Program to support the Department's succession planning. Additionally, the City Council approved a one-time enhancement of \$15,000 to boost recruitment efforts (including background investigations, polygraphs, psychological evaluations) aimed at filling personnel vacancies.

*Status:* All 35 sworn police officer positions are filled, with four (4) officers in various stages of field training and one (1) Police Recruit scheduled to attend the Rio Hondo Police Academy beginning on September 18, 2024. The recruitment flyer for two (2) vacant Commander Positions has been released. The application deadline was October 31, 2024.

A draft job specification for the Police Corporal position has been provided to the San Fernando Police Officers' Association and is currently being reviewed.

*Next City Council Action:* Review and approval of the Police Corporal job description, tentatively scheduled for November 2024.

*Tentative Completion Date:* February of 2025

## **Recreation & Community Services.**

No project updates.

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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### **Finance.**

#### **Title: Enterprise Resource Planning Software (Finance System)**

*Description:* The City's current financial system, Tyler Eden, will no longer be supported effective March 2027. In preparation, Staff will focus on awarding a professional services agreement and initiating implementation for replacement of the Project goals for Phase I of this transition will focus primarily on development of General Ledger – Financials and data migration. Through the Adopted Fiscal Year 2024-2025 Budget, the City Council approved funding for system replacement for \$100,000 towards implementation expenses and \$40,000 in ongoing software subscription costs.

*Status:* Staff held initial demonstrations with three (3) software vendors specializing in municipal government financial systems in June and July. Based on evaluations, two (2) vendors were invited to present onsite in August and September. Reference checks with other cities utilizing the finalists' software will additionally be conducted prior to staff making a recommendation for City Council consideration.

*Next City Council Action:* Staff will present a recommendation for City Council consideration at the November 18, 2024 Meeting.

*Tentative Completion Date:* A project kickoff is being recommended for Spring 2025. Implementation time is anticipated to take up to 24 months across three phases: Phase 1 – Financials; Phase 2 – Human Resources and Payroll; and Phase 3 – Utility Billing.

#### **Title: Update on City's OPEB/Pension Liabilities**

*Description:* The City provides full-time employees with a defined benefit pension through the California Public Employee's Retirement System (CalPERS) and pays other post-employment benefits (OPEB) to certain retirees or a group of retirees for health care costs. City Council has requested an informational presentation on OPEB actuarial report and related investments from the City's financial advisor.

*Status:* Staff is in coordination with the City's actuarial services consultant, Foster & Foster, in the development of the updated valuation reporting for the fiscal year ending June 30, 2023. Initial data has been provided to the consultant, which is being used to generate reporting and disclosure issues and assists the City with understanding the financial statement impact, the effect of actuarial assumptions and methodology, development of funding policies and recommended contributions, and a review of the plan design.

*Next City Council Action:* Staff anticipates a final report for presentation to City Council by January 20, 2025.

*Tentative Completion Date:* January 2025

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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### **Title: Residential Water Service Shut Off Policy**

*Description:* On July 15, 2024, the City Council approved the Discontinuation of Residential Water Services for Non-Payment Policy as required by Senate Bill 998 (SB 998) and Senate Bill 3 (SB 3) which will take effect January 1, 2025. City Council also moved to direct staff to return at a future meeting with guidance and recommendations regarding the City's ability to collect delinquent sums on the tax roll similar to the manner in which delinquent trash sums are also collected.

*Status:* Staff has conferred with the City Attorney to research this item to analyze a) if assessments are allowable for residential water services due to non-payment and b) the pros/cons of this process versus a water shut-off process. Preliminarily, we were advised as follows:

- 1) Charges for water consumption are property related fees and charges within the meaning of Proposition 218 (codified under Article XIID of the California Constitution);
- 2) As such, an ordinance or resolution establishing or increasing water rate charges requires the conduct of a so-called "majority protest" public hearing which requires the issuance of a written notice to water customers no less than 45 days from the date of the hearing; and
- 3) In order to preserve the ability to collect delinquent water charges on the tax roll, the City, as part of the majority protest approval process, must send notice to the owners of real property parcels that receive water service, even if the property owner is not the water customer (e.g., where the water customer is a tenant and not the owner affect parcel). (See Govt. Code Section 53755(a)(3) and Health & Safety Code Sections 5471, 5473 and 5473a). If the City did not provide such notice when it last conducted a majority protest hearing setting its current water rates, it would require the initiation of a new majority protest process in which such notice was provided to property owners (not just customers) for the City to avail itself of the right to collect delinquent charges on the tax roll.

Staff is continuing to work with the City Attorney and additionally in process of surveying other municipal operations to illustrate use of assessments versus water shut-off process for residential water services due to non-payment.

*Next City Council Action:* Staff plans to return to City Council by January 6, 2025, with an agenda item with this information for discussion and direction.

*Tentative Completion Date:* If City Council provides direction to continue the water shut-off process, staff will proceed following the first water billing after January 1, 2025. If direction is provided to proceed with the assessments, staff will coordinate with the Los Angeles County Auditor-Controller Office for next steps.

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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### **Title: American Rescue Plan Act (ARPA) Allocations**

*Description:* The City has received a total of \$5,818,339 American Rescue Plan Act (ARPA) funds. Through the Fiscal Year 2024-2025 Budget Study Sessions, City Council provided direction on the current ARPA Expenditure Plan (see Attachment “B”). Subsequent recommendations were provided at the July 15, 2024 City Council Meeting to reduce funding from the First Time Homebuyer Support & Rehab Loan Revolving Fund (Project #15) from \$100,000 to \$50,000 and increase the Sidewalks Repairs (Project #14) from \$1,071,839 to \$1,121,839.

*Status:* Status updates regarding each approved project and associated budget are enclosed in Attachment “B”.

*Next City Council Action:* Staff will continue to use this standing item to report to City Council with updates to ensure that all ARPA funds are contracted by the December 31, 2024, deadline.

*Tentative Completion Date:* All funds must be obligated (under contract/purchase order) by December 31, 2024, and fully expended by December 31, 2026.

### **Title: Online Bill Payment System (Paymentus)**

*Description:* Currently, the City provides water and sewer utility customers with the option to pay utility bills in person at City Hall, by mail, by direct debit from a checking account or via drop box. In person, only cash, checks, and debit cards are accepted for payment. The City Council adopted the Fiscal Year (FY) 2023-2024 Budget, which included a Finance Department Work Plan objective to identify a utility payment software solution to provide residents with expanded payment options for credit card and online payments.

*Status:* On October 16, 2023, the City Council approved an agreement with Paymentus Corporation for online payment services. Due to staff turnover, however, the vendor did not countersign the agreement until December 2023 and the kickoff did not occur until January 2024. The implementation of the system also proved challenging due to the City’s current financial accounting system, which has limitations due to impending retirement in March 2027. Staff was able to develop an alternative method for integration through its cashiering system, but system testing was halted because of issues that arose during the transition of IT Managed Services, which have not yet been resolved. With a new IT service provider, this project has been prioritized to complete testing and pilot.

*Next City Council Action:* No additional City Council action required.

*Tentative Completion Date:* January 2025



## **Receive and File Status Updates for Enhancements, Projects, and City Council Priorities**

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### **BUDGET IMPACT:**

There is no additional budget impact to receiving and filing this status report. All reported enhancements, projects, and priorities currently have sufficient funding as appropriated through the Fiscal Year 2024-2025 Adopted Budget.

### **CONCLUSION:**

It is recommended that the City Council receive and file this status update on enhancements, projects and City Council priorities and provide direction, as appropriate.

### **ATTACHMENTS:**

- A. My San Fernando App Work Order Reports
- B. ARPA – Expenditure Plan & Status Report
- C. Completed Items

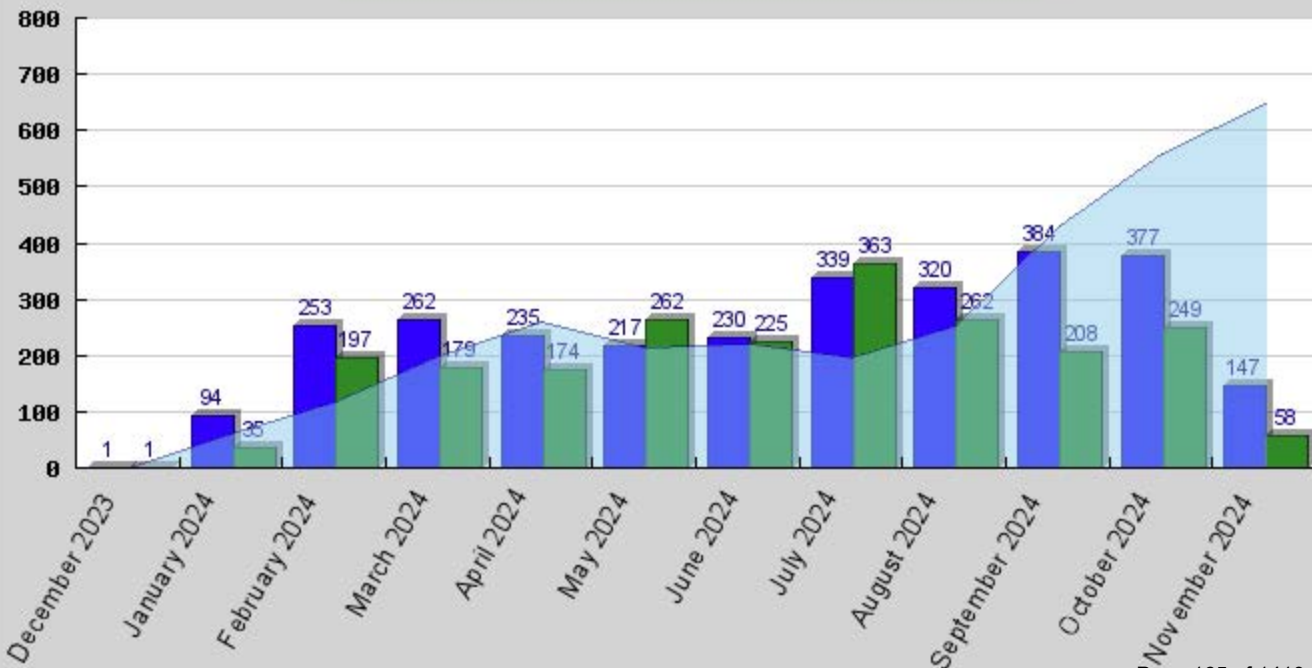
One Year Analysis of Opened Requests  
Ending November 2024

|                                      | 23-Dec | 24-Jan | 24-Feb | 24-Mar | 24-Apr | 24-May | 24-Jun | 24-Jul | 24-Aug | 24-Sep | 24-Oct | 24-Nov | Total |
|--------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|
| <b>Community Development</b>         |        |        |        |        |        |        |        |        |        |        |        |        |       |
| Building Code Violation              | 0      | 0      | 6      | 5      | 8      | 10     | 12     | 13     | 15     | 16     | 23     | 16     | 124   |
| Homelessness Outreach                | 0      | 12     | 20     | 16     | 10     | 14     | 8      | 21     | 12     | 17     | 37     | 3      | 170   |
| Property Maintenance                 | 0      | 12     | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 12    |
| <b>Total - Community Development</b> | 0      | 24     | 26     | 21     | 18     | 24     | 20     | 34     | 27     | 33     | 60     | 19     | 306   |
| <b>Police</b>                        |        |        |        |        |        |        |        |        |        |        |        |        |       |
| Abandoned Vehicle                    | 0      | 0      | 12     | 3      | 6      | 3      | 3      | 6      | 13     | 10     | 9      | 4      | 69    |
| <b>Total - Police</b>                | 0      | 0      | 12     | 3      | 6      | 3      | 3      | 6      | 13     | 10     | 9      | 4      | 69    |
| <b>Public Works</b>                  |        |        |        |        |        |        |        |        |        |        |        |        |       |
| Bus Stop/Shelter Maintenance         | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 3      | 0      | 0      | 3     |
| City Trees                           | 0      | 0      | 0      | 4      | 2      | 5      | 3      | 9      | 8      | 14     | 12     | 4      | 61    |
| Graffiti and Sign Posting on P       | 1      | 38     | 66     | 50     | 56     | 60     | 52     | 82     | 95     | 93     | 70     | 27     | 690   |
| Graffiti on Private Property         | 0      | 3      | 53     | 68     | 59     | 42     | 56     | 54     | 49     | 61     | 89     | 33     | 567   |
| Illegal Dumping and Litter           | 0      | 11     | 64     | 49     | 69     | 60     | 55     | 99     | 90     | 98     | 86     | 33     | 714   |
| Park Maintenance                     | 0      | 0      | 0      | 6      | 4      | 0      | 2      | 2      | 1      | 15     | 3      | 1      | 34    |
| Sidewalk Repair                      | 0      | 4      | 6      | 9      | 7      | 8      | 7      | 11     | 6      | 18     | 23     | 2      | 101   |
| Storm Drain and Flooding             | 0      | 2      | 1      | 0      | 1      | 2      | 0      | 0      | 4      | 0      | 3      | 0      | 13    |
| Street Lighting                      | 0      | 10     | 12     | 14     | 5      | 7      | 15     | 15     | 12     | 18     | 9      | 16     | 133   |
| Street Repair                        | 0      | 2      | 11     | 38     | 5      | 4      | 9      | 8      | 6      | 11     | 5      | 4      | 103   |
| Street Signage                       | 0      | 0      | 1      | 0      | 3      | 2      | 4      | 17     | 7      | 2      | 4      | 3      | 43    |
| Traffic Signal                       | 0      | 0      | 1      | 0      | 0      | 0      | 4      | 2      | 2      | 8      | 4      | 1      | 22    |
| <b>Total - Public Works</b>          | 1      | 70     | 215    | 238    | 211    | 190    | 207    | 299    | 280    | 341    | 308    | 124    | 2484  |
| <b>All Topics</b>                    |        |        |        |        |        |        |        |        |        |        |        |        |       |
| <b>Total All Topics</b>              | 1      | 94     | 253    | 262    | 235    | 217    | 230    | 339    | 320    | 384    | 377    | 147    | 2859  |

## Open Vs. Closed Requests by Month

For Date Period 12/01/2023 through 11/30/2024

■ Opened ■ Closed ■ Requests Open at End of Month



## ARPA Expenditure Plan &amp; Status Report

| ITEM  | STATUS         | PROJECT/PROGRAM   | BUDGETED     | SPENT        | CONTRACTED   | BALANCE      |
|-------|----------------|---|--------------|--------------|--------------|--------------|
| 1     | Complete       | Annual Street Repavement - Phase II                       | 1,007,232    | 1,007,232    | -            | -            |
| 2     | Complete       | COVID-19 Relief/Response Reimbursement                    | 205,940      | 205,940      | -            | -            |
| 3     | Complete       | Layne Park Revitalization Project                         | 200,341      | 200,000      | -            | 341          |
| 4     | Complete       | Council Chambers/AV Upgrade                               | 24,981       | 24,981       | -            | -            |
| 5     | In Progress    | Upper Reservoir Project                                   | 850,000      | 522,925      | 14,003       | 313,072      |
| 6     | In Progress    | Homeless Outreach Services                                | 300,000      | 27,415       | 13,708       | 258,877      |
| 7     | In Progress    | Pioneer Park Project                                      | 254,961      | -            | -            | 254,961      |
| 8     | In Progress    | Downtown Master Plan                                      | 250,000      | 135,205      | 114,795      | -            |
| 9     | In Progress    | Annual Street Repavement - Phase III                      | 250,000      | 241,722      | 8,278        | -            |
| 10    | In Progress    | Technology Improvements                                   | 179,845      | 42,124       | -            | 137,721      |
| 11    | In Progress    | Las Palmas & Rec Park Generator Project                   | 150,000      | 68,561       | 70,751       | 10,688       |
| 12    | In Progress    | City Mobile App - Virtual San Fernando                    | 148,200      | 50,632       | 97,568       | -            |
| 13    | In Progress    | Feasibility Study - New City Park Space                   | 50,000       | 49,592       | -            | 408          |
| 14    | Planning Stage | Sidewalk Repairs  | 1,121,839    | -            | 1,006,900    | 114,939      |
| 15    | In Progress    | First Time Home Buyer & Rehab Loan Program Revolving Fund | 50,000       | -            | -            | 50,000       |
| 16    | In Progress    | Las Palmas HVAC Project                                   | 400,000      | -            | 385,225      | 14,775       |
| 17    | In Progress    | Citywide Curb Repainting                                  | 200,000      | -            | 200,000      | -            |
| 18    | In Progress    | City Hall Beautification                                  | 100,000      | -            | 99,770       | 230          |
| 19    | In Progress    | Park IT Server Room Transition                            | 50,000       | -            | -            | 50,000       |
| 20    | In Progress    | Wifi at LP & Recreation Park w/Computer Rooms             | 25,000       | -            | -            | 25,000       |
| Total |                |   | \$ 5,818,339 | \$ 2,576,329 | \$ 2,010,998 | \$ 1,231,012 |

## COMPLETED ITEMS

Changes to each project since the last meeting have been tracked and are shown in red

### **City Manager's Office & City Clerk's Office.**

**Title: City Council Office Redesign**

*Description:* During the FY 2023-2024 budget process, the City Council approved an enhancement to redesign the City Council office to be suitable to host City related meetings. The budget allocation for this program is \$5,000.

*Status:* On May 20, 2024, the City Council authorized staff to move forward with the renovation based on the five (5) desk design presented during the meeting. The City Council Office is substantially complete and is ready for use. The final remaining action is to add the City seal and logo to the office walls.

*Next City Council Action:* N/A

*Tentative Completion Date:* Completed in September 2025

### **Community Development Department.**

**Title: Animal Control Contract Management**

*Description:* The City contracts with the Los Angeles County Department of Animal Care & Control (DACC) to provide animal control services. Services include field services for animal care and control, including enforcement of state statutes and municipal animal control ordinances, dead animal pickup, and licensing fee canvassing and collection. In addition, kennel and animal shelter services at Los Angeles County shelters, which accept all animals delivered for impoundment from within the City boundaries 24 hours per day is included in the service agreement. Based on City Council direction, staff reported on research related to alternative service providers and determined entering into contracts with other service providers was not feasible for reasons outlined in the agenda report. On May 6, 2024, the City Council approved a five-year Agreement (through June 30, 2029) to provide animal care and control services to the City.

*Status:* Staff has continued to search potential non-profits or other entities to assist with trapping of the feral cats for the purposes of having them spayed or neutered. Unfortunately, to date there has not been one identified. It should be noted that at the Strategic Goals and Budget Session on February 12, 2024, additional animal control services for trapping and relocation was included as a potential area to be funded by available discretionary funds. However, this effort was not funded through the FY 2024-2025 budget process.

*Next City Council Action:* N/A

*Tentative Completion Date:* Completed in June 2024

## **Police Department.**

### **Title: Narcotics Incinerator**

*Description:* During the FY 2024-2025 Budget Process, the City Council approved a one-time enhancement of \$11,937 for a drug disposal program, funded through Opioid Settlement Funds. This program will involve purchasing a smokeless narcotics incinerator for the police department to safely dispose of prescription and illicit drugs. The incinerator will eliminate the need to store narcotics at the department until a disposal operation can be organized, which previously required 8 to 10 armed officers to transport drugs to Long Beach—the nearest facility, which is no longer operational. This enhancement will allow the police department to dispose of narcotics and prescription medications on-site, benefiting both the department and the community.

*Status:* The narcotics incinerator has been purchased and was delivered on September 9, 2024.

*Next City Council Action:* No further action is necessary.

*Tentative Completion Date:* Completed in September 2024.

## **Public Works Department.**

### **Title: Position Reclassification: Convert Four (4) Part-Time Maintenance Workers to Two (2) Full-Time Maintenance Workers for Graffiti and Tree Maintenance**

*Description:* Converting four (4) part-time maintenance workers into two (2) full-time maintenance workers to two (2) full time positions for graffiti and tree maintenance positions.

*Status:* Positions have been filled new hires are being on boarded.

*Next City Council Action:* No City Council action anticipated.

*Tentative Completion Date:* October 31, 2024.

### **Title: Street Resurfacing Project – Phase 3**

*Description:* The Phase 3 Annual Street Resurfacing Project has been completed. The project involves a three-step process of asphalt slurry that help to fill, level, and create a more acceptable travel surface to the road at a significant reduction in price, when compared to traditional overlays. The work covered approximately two (2) miles of street. In addition to paving activities, new striping and pavement markings will be installed, which included refreshing of house numbers on the curbs along the project limits.

The streets that formed part of the base bid included:

- First Street between North Maclay Avenue and Hubbard Avenue
- Macneil Street between Third Street and Library Street

- Kalisher Street between San Fernando Road and Hewitt Street and between Griffith Street and South City Limits
- Second Street between North Huntington Street and Hubbard Avenue
- San Fernando Road between Kittridge Street and South Brand Boulevard
- Hubbard Avenue between First Street and Fourth Street
- Fourth Street between Hubbard Avenue and North Workman Street
- Fourth Street between North Maclay Avenue and North Brand Boulevard
- Chatsworth Drive between San Fernando Road and South City Limits
- Hubbard Avenue Access Road between Second Street and Fourth Street

*Status:* Construction began on July 8, 2024. The contractor has completed all paving operations of the contract. Contractor is currently working on punch list items completed the project, including punch list items..

*Next City Council Action:* Acceptance of the project is tentatively scheduled for January 2025.

*Tentative Completion Date:* October 2024 (Construction) Completed November 2024

## **Recreation & Community Services.**

### **Title: Afterschool Teen Program**

*Description:* During the FY 2024-2025 Budget process, the City Council approved an Afterschool Teen Program that provides a safe, structured environment for activities. The program convenes Monday through Friday, regularly in the hours after school of 3:00 p.m. to 6:00 p.m. and offers activities to help youth between the ages of 11 and 17 learn new skills, and develop into responsible adults. Activities are recreational, educational, cultural and social and may cover topics such as sports, technology, reading, math, science and the arts. This will be a healthy and positive environment where any San Fernando teen can come and engage in positive activities.

*Status:* Staff recruitments were opened and completed. Staff were identified and are in the onboarding process. Staff training will follow as we work on weekly activity curriculum. Flyer and marketing narrative are in the process of being approved and program equipment, materials and supplies are being procured.

*Next City Council Action:* No additional City Council action required.

*Tentative Completion Date:* Program launched on Monday, October 7, 2024.

### **Title: Park Opportunity Plan**

*Description:* The Park Opportunity Plan (POP) project aims to revitalize urban spaces in the City by conducting a comprehensive land inventory in order to identify opportunities for future use and development. In parallel, the project fostered deep community engagement through activities like walk audits, focus groups, and workshops. The final deliverable includes the land and open space inventory, the SFPOP final report, and new concepts and designs for at least three open spaces.

*Status:* The Land and Open Space Inventory project is on schedule. The consultant prepared the final report, which was presented to the Parks, Wellness and Recreation Commission on September 12, 2024. On October 7, 2024, the City Council received and filed the final Park Opportunity Plan.

*Next City Council Action:* No additional City Council action required.

*Tentative Completion Date:* Completed October 7, 2024





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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erica D. Melton, Director of Finance/City Treasurer

**Date:** November 18, 2024

**Subject:** Consideration to Approve an Agreement with Tyler Technologies for Enterprise Resource Planning Software and Implementation Services, and Adopt a Resolution Appropriating Funding for ERP Implementation Costs

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an agreement with Tyler Technologies (Attachment “A” – Contract No. 2326) for Enterprise Resource Planning (ERP) Software and Implementation Services;
- b. Adopt Resolution No. 8353 (Attachment “B”) to amend the Fiscal Year (FY) 2024-2025 Adopted Budget in the amount of \$133,685 from General Fund Reserves; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. Since 2003, the City has used Tyler Eden as its primary software for vendor payments, utility billing and payments, accounting, payroll, and human resource management.
2. In 2021, Tyler Technologies announced to all of its customers the retirement of Tyler Eden product and maintenance support. Due to the global pandemic, the sunset date for the software was extended through March 2027.
3. On July 1, 2024, the City Council adopted the FY 2024-2025 Budget, which included an enhancement for the replacement of Tyler Eden with \$100,000 towards implementation expenses and \$40,000 in ongoing software subscription costs from General Funds. An additional \$148,674 from the balance of Technology Improvement Projects was also earmarked towards implementation costs from American Rescue Plan Act (ARPA) Funds for a total budget of \$288,674.

## **Consideration to Approve an Agreement with Tyler Technologies for Enterprise Resource Planning Software and Implementation Services, and Adopt a Resolution Appropriating Funding for ERP Implementation Costs**

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4. From July to August 2024, staff held initial demonstrations with three (3) software vendors specializing in municipal government financial systems in June and July.
5. In August and September 2024, two (2) finalist vendors were invited to City Hall to provide more in-depth demonstrations of the system operations and capabilities.

### **ANALYSIS:**

An Enterprise Resource Planning (ERP) system is a technology tool that organizations use to manage day-to-day administrative activities, such as accounting, procurement, budgeting, cashiering, payroll, financial reporting, utility billing and human resources management. Since 2003, the City has been using Eden, a Tyler Technologies product, as our ERP system. Nearing over twenty years old, the software system has a number of limitations, including reporting, compliance, and integration challenges. Over the past twenty (20) years, the functionality and technological advances in ERP systems has substantially increased.

Although the purchase and implementation of a new ERP system was inevitable, it was accelerated by Tyler Technologies' announcement of the sunseting of the Eden product and associated maintenance by March 2027. Replacement of Eden will reduce manual data entry, streamline workflow, integrate multiple software products into a single system, and reduce the City's reliance on paper.

In spring 2024, City staff conducted extensive research regarding ERP options and the requirements a new system would need to have in order to meet the City's goals. The City's goal is to take advantage of a modern ERP system that is designed around best practices, allowing the City to streamline and improve processes that result in timely, accurate, and easy-to-access information. More specifically, the new ERP system should meet the following objectives:

- Consolidate information, link processes and functions, and eliminate separate departmental systems/spreadsheets/access databases in favor of a single system that connects the City's financial and non-financial applications through a common database;
- Streamline business processes to take advantage of best practices through automation, integration, and workflows;
- Provide a user-friendly and intuitive user interface to promote system use and productivity;
- Eliminate or reduce redundant data entry;
- Improve and/or provide necessary reports and reporting capabilities and access to data through inquiry or drill down capabilities;
- Consolidating the need for third-party systems while providing ease in integrations when unavoidable; and

## Consideration to Approve an Agreement with Tyler Technologies for Enterprise Resource Planning Software and Implementation Services, and Adopt a Resolution Appropriating Funding for ERP Implementation Costs

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- Utilized by a significant number of California municipal agencies to leverage updates/upgrades as needed for state specific compliance requirements.

Pursuant to Section 2-801 of the San Fernando Municipal Code (SFMC), bidding can be limited to specific product types where items to be purchased are computer software or software services. In turn, City staff identified three (3) primary vendors meeting the above criteria:

- Tyler Technologies ERP
- Oracle Netsuite
- Springbrook Cirrus

From June through September 2024, City staff met with vendors, watched demonstrations, interviewed similarly sized public agencies who had recently selected a new ERP vendor, and received initial pricing. As a result of this effort, Tyler Technologies' Hosted ERP System stood out as the best and most effective solution available for the City.

The total cost of service would be an initial \$434,319, which would include the following:

| DESCRIPTION                        | AMOUNT           |
|------------------------------------|------------------|
| Software Hosting Services (Annual) | \$111,019        |
| Implementation Services (One-Time) | 348,830          |
| Eden Credit                        | (37,490)         |
| <b>YEAR 1 TOTAL:</b>               | <b>\$434,319</b> |

From an implementation perspective, Tyler Technologies has the added benefit of supplying a dedicated team of employees who only work on Eden migrations. This means they will take care of the data migration for the City as part of the implementation, a task that would fall on our internal Finance and IT staff if another vendor were selected. In addition, the implementation team members will be able to efficiently train City staff by using our shared understanding of Eden's operations as a reference point.

Due to Eden's past limitations, the City has had to purchase additional software systems that operate outside of the ERP system and use manual data entry to pull in high-level financial activity summaries, such as the City's cashiering system and capital assets tracking software. The City's cashiering point-of-sale software is currently being provided by Progressive Solutions, and a summary of the daily activity manually posted into Eden. This prevents departments from viewing or analyzing the revenue collected related to their department's activities.

The City also manages capital assets in an additional third-party software (AssetWorks), which would benefit Staff once consolidated. The scope of the proposed ERP system will combine all of this functionality into one system and remove the need for these extra external programs and their costs. Between Eden and Progressive Solutions, there is an anticipated initial \$52,000 in offsets in annual maintenance costs. Tyler Technologies specializes in software and services

**Consideration to Approve an Agreement with Tyler Technologies for Enterprise Resource Planning Software and Implementation Services, and Adopt a Resolution Appropriating Funding for ERP Implementation Costs**

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designed for the public sector and offers an array of other services through their platform, which the City further evaluate in future years for single system integration, including but not limited to, water meter, permitting and licensing, public safety analytics, law enforcement records management, parks and recreation registration, etc.

There are further uncalculated savings and benefits in moving to a hosted (cloud based) Tyler Enterprise ERP. Tyler Technologies will perform all maintenance, updates, backups, and system server security, reducing the City's internal IT maintenance and hardware costs. Information stored in Tyler Technologies' data centers will have secure data transmission, fully redundant telecommunications access and electrical power, which will enhance the City's ability to recover data after a widespread disaster, such as an earthquake, flood, or large wildfire. Tyler Technologies conducts annual penetration testing and maintains industry standard intrusion detection and prevention systems to monitor and block malicious activity and protect its clients' information.

Staff recommends approval of the proposed Master Services Agreement with Tyler Technologies for online payment services in accordance with Section 2-801 of the San Fernando Municipal Code, which limits bidding requirements for software services due to difficulty comparing products and proprietary/compatible services, which make standard competitive solicitation procedures (e.g. RFP) challenging. Software comes in various forms, ranging from simple applications to complex, integrated systems, which challenge standard procedures in evaluating quality, reliability, and long-term support. To mitigate these challenges, Section 2-801 enables staff to instead use a combination of demonstrations, proofs of concept, and engage in detailed discussions with vendors and other municipalities to better understand technology solutions to carefully match the unique needs of our City with the best product.

If approved by City Council, the Tyler Technologies team will kick-off the project in April 2025. Implementation will be separated into three (3) phases (Phase 1: Financials; Phase 2: Human Resources/Payroll; and Phase 3: Utility Billing), which will take approximately twenty-four (24) months.

Services with Tyler Technologies.

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 44,000 successful installations across more than 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Tyler Technologies' ERP solution has a proven record of success and is used by thousands of public agencies across the country. Within California, Tyler

## Consideration to Approve an Agreement with Tyler Technologies for Enterprise Resource Planning Software and Implementation Services, and Adopt a Resolution Appropriating Funding for ERP Implementation Costs

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Technologies' boasts over 2,000 municipal customers including neighboring cities such as: Pasadena, Simi Valley, Oxnard, Culver City, Long Beach, Covina, and Newport Beach.

With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Property & Recording, ERP, Civic Services, Health & Human Services, Courts & Justice, Public Safety, Data & Insights, Cybersecurity, Payments, and Schools.

Tyler Technologies is known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

### BUDGET IMPACT:

The City Council Adopted Budget for Fiscal Year 2024-2025 includes enhancements of \$140,000 for the replacement of Tyler Eden. While there will be a first-year credit applied, insufficient funding is currently budgeted to cover the entirety of the new software implementation. As a result of the shortfall, a budget amendment request of \$133,685 is needed, which is outlined as follows:

| SOURCES                                    |                                   |                   |
|--|-----------------------------------|-------------------|
| Fund                                       | Account Number                    | Amount            |
| General Fund - Enhancement                 | Fund 001                          | \$ 140,000        |
| American Rescue Plan Act (ARPA) Fund       | Fund 121                          | \$ 148,674        |
| <b>TOTAL CURRENT SOURCES:</b>              |                                   | <b>\$ 288,674</b> |
| Shortfall ( <i>Appropriation Request</i> ) | General Fund Reserves<br>Fund 001 | \$ (133,685)      |

| USES                               |   |                   |
|------------------------------------|---|-------------------|
| Fund                               | Account Number                          | Amount            |
| Implementation Services (One-Time) | 121-135-0000-4260/<br>001-135-0000-4260 | \$ 348,830        |
| Software Hosting Services (Annual) | 001-135-0000-4260                       | \$ 111,019        |
| Eden Credit                        | 121-135-0000-4260                       | \$ (37,490)       |
| <b>TOTAL USES:</b>                 |   | <b>\$ 422,359</b> |

**Consideration to Approve an Agreement with Tyler Technologies for Enterprise Resource Planning Software and Implementation Services, and Adopt a Resolution Appropriating Funding for ERP Implementation Costs**

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The City has General Fund Reserves of \$10.9 million as of June 30, 2024. The City's General Financial Policy outlines a policy for fund reserves, which includes a contingency funds which should be established with a target balance of 20% of the adopted operating General Fund Budget. For Fiscal Year 2023-2024, \$4.8 million would designated as Contingency Funds in compliance with the City's reserve policy, leaving \$6.2 million as unassigned and available for additional use. A City's reserves should be used for specific, strategic purposes that prioritize long-term fiscal health, emergency preparedness, and the well-being of the community. Use of reserves in this instance is recommended as the replacement of the City's financial system is a one-time project necessary for the fiscal management of the City.

The agreement with Tyler Technologies is recommended for eight (8) years at a fixed rate for the initial five (5) years and an escalator of 3% for each year thereafter. Future annual costs for the remainder of the service agreement will be incorporated in subsequent year budgets.

**CONCLUSION:**

It is recommended that the City Council approve an agreement with Tyler Technologies for ERP Software and implementation services, and adopt a resolution appropriating funding for ERP implementation costs.

**ATTACHMENTS:**

- A. Contract No. 2326, including:
  - Exhibit A: Investment Summary
  - Exhibit E: Statement of Work
- B. Resolution No. 8353





## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement; and

WHEREAS, the execution of this Agreement was approved by the City Council of the City of San Fernando, California, on behalf of Client, at its Regular Meeting of November 18, 2024, under Agenda Item No. 4 and

WHEREAS, this Agreement shall be funded in whole or part by federal American Rescue Plan Act ("ARPA") assistance, requiring Tyler to comply with certain federal laws and regulations, as described in Addendum #1.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of San Fernando, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including



instructions, user guides, manuals and other training or self-help documentation.

- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

**SECTION B – SAAS SERVICES**k 8

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responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

7. License Rights Terminate Upon Migration. When Tyler makes Tyler Software identified in the Investment Summary (the "Evergreen Modules") and licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, "Migration Modules") terminates, as do Tyler's maintenance, support, and/or update obligations for such software.

## SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel

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server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

## **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided

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## SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

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## SECTION F – TERM AND TERMINATION

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## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

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3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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## SECTION H – GENERAL TERMS AND CONDITIONS

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such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in

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16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Compliance with Applicable Laws and Regulations; ARPA Funding. Tyler, in the performance of its services under this Agreement, shall comply with all applicable state and federal laws and regulations. In particular, the Parties acknowledge Client's use of ARPA funding for the products and services as set forth in the Investment Summary, requiring the Parties to comply with certain federal

laws and regulations as described in Addendum #1, which is attached and incorporated hereto. The fees in the Investment Summary are based, in part, on the cost of compliance with applicable laws existing as of the Effective Date. Should laws applicable to Tyler's performance under the Agreement change after the Effective Date, Tyler reserves the right to seek a change order for the additional work, time and/or cost that may be required to comply with the new law or regulation.

22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
23. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
24. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
25. Client's Right to Employ Other Consultants: Client reserves the right to employ other independent contractors in connection with the various projects worked upon by Tyler.
26. Contract Documents. This Agreement includes the following exhibits:
- |            |  |
|------------|--|
| Exhibit A  | Investment Summary                           |
|            | Schedule 1: Migration Modules                |
| Exhibit B  | Invoicing and Payment Policy                 |
|            | Schedule 1: Business Travel Policy           |
| Exhibit C  | Service Level Agreement                      |
|            | Schedule 1: Support Call Process             |
| Exhibit D  | Third Party Terms                            |
| Exhibit E  | Statement of Work                            |
| Addendum 1 | Federal Compliance-ARPA Funding Requirements |

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of San Fernando, California

By: 

By: \_\_\_\_\_

Name: Kimberly Watson

Name: Nick Kimball

Title: Senior Corporate Attorney

Title: City Manager

Date: November 14, 2024

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City of San Fernando  
117 N. Macneil Street  
San Fernando, CA 91340-2911  
Attention: Director of Finance



## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By: Jason Cloutier  
 Quote Expiration: 12/31/24  
 Quote Name: City of San Fernando-ERP-Ent ERP (RFP)  
 Quote Description: Enterprise ERP 11.13.2024  
 SaaS Term: 5.00

**Sales Quotation For:****Shipping Address:**

City of San Fernando  
 117 N Macneil St  
 San Fernando CA 91340-2911

**Tyler SaaS and Related Services**

| Description                                | Qty | Imp. Hours | Annual Fee   |
|--|-----|------------|--------------|
| <b>Financial Management</b>                |     |            |              |
| Accounting                                 | 1   | 136        | \$ 17,963.00 |
| Accounts Payable                           | 1   | 40         | \$ 5,164.00  |
| Budgeting                                  | 1   | 48         | \$ 5,164.00  |
| Capital Assets                             | 1   | 40         | \$ 4,352.00  |
| Cash Management                            | 1   | 32         | \$ 2,967.00  |
| Contract Management                        | 1   | 32         | \$ 1,957.00  |
| eProcurement (Vendor Access and Punch-Out) | 1   | 24         | \$ 2,900.00  |
| Project & Grant Accounting                 | 1   | 32         | \$ 3,480.00  |
| Purchasing                                 | 1   | 72         | \$ 7,498.00  |
| <b>Human Resources Management</b>          |     |            |              |
| Human Resources & Talent Management        | 1   | 148        | \$ 4,752.00  |
| Payroll with Employee Access               | 1   | 180        | \$ 6,828.00  |
| <b>Revenue Management</b>                  |     |            |              |
| Accounts Receivable                        | 1   | 64         | \$ 3,799.00  |

## Exhibit A

|  |   |             |                      |
|--|---|-------------|----------------------|
| Cashiering   | 1 | 40          | \$ 6,523.00          |
| General Billing  | 1 | 40          | \$ 2,530.00          |
| Resident Access  | 1 | 40          | \$ 3,800.00          |
| Utility Billing CIS  | 1 | 232         | \$ 12,690.00         |
| Utility Billing Meter Interface                                  | 1 | 32          | \$ 4,304.00          |
| <b>Content Management</b>  |   |             |                      |
| Content Manager Core includes Onboarding                         | 1 | 32          | \$ 10,284.00         |
| <b>Data Insights</b>   |   |             |                      |
| Enterprise Analytics and Reporting                               | 1 | 80          | \$ 6,823.00          |
| <b>Additional</b>  |   |             |                      |
| Enterprise Forms Processing Software (including Common Form Set) | 1 | 0           | \$ 5,440.00          |
| Notify includes 30,000 Msgs and 1,000 Mins per year              | 1 | 16          | \$ 6,000.00          |
| Sub-Total:   |   |             | \$ 125,218.00        |
| <i>Less Discount:</i>  |   |             | <i>\$ 14,199.00</i>  |
| <b>TOTAL</b>   |   | <b>1360</b> | <b>\$ 111,019.00</b> |

**Professional Services**

| Description                                | Quantity | Unit Price | Ext Discount | Extended Price       | Maintenance    |
|--|----------|------------|--------------|----------------------|----------------|
| Conversions – See Detailed Breakdown Below |          |            |              | \$ 33,590.00         | \$ 0.00        |
| Project Management                         | 248      | \$ 175.00  | \$ 0.00      | \$ 43,400.00         | \$ 0.00        |
| Onsite Implementation                      | 296      | \$ 200.00  | \$ 0.00      | \$ 59,200.00         | \$ 0.00        |
| Remote Implementation                      | 1064     | \$ 175.00  | \$ 0.00      | \$ 186,200.00        | \$ 0.00        |
| <b>TOTAL</b>                               |          |            |              | <b>\$ 322,390.00</b> | <b>\$ 0.00</b> |

**Payments**

| Use Case                                       | List Price | Service % | Min | Basis Points | Rate | Cap | POS | Online | IVR |
|--|------------|-----------|-----|--------------|------|-----|-----|--------|-----|
| Payments - Client Card Cost - Interchange Plus |            |           |     |              |      |     |     |        |     |
| Enterprise ERP                                 |            |           |     |              |      |     |     |        |     |

|  |   |       |          |   |   |
|--|---|-------|----------|---|---|
| Enterprise ERP Payments                    | General Billing   | 0.50% | \$ 0.50  | X | X |
| Enterprise ERP Payments                    | Utility Billing   | 0.50% | \$ 0.50  | X | X |
| Payments - Other Fees                      |   |       |          |   |   |
| Enterprise ERP                             |   |       |          |   |   |
| Client eCheck Cost                         |   |       | \$ 1.95  |   |   |
| eCheck Rejects                             |   |       | \$ 5.00  |   |   |
| Credit Card Chargebacks                    |   |       | \$ 15.00 |   |   |
|  |   |       |          |   |   |
| <b>Client Card Cost - Interchange Plus</b> | Per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees. |       |          |   |   |
| <b>Client eCheck Cost</b>                  | Per electronic check transaction.   |       |          |   |   |
| <b>eCheck Rejects</b>                      | When an eCheck transaction comes back as declined (e.g bounced check)   |       |          |   |   |
| <b>Credit Card Chargebacks</b>             | If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)  |       |          |   |   |

| Summary   | One Time Fees        | Recurring Fees       |
|---|----------------------|----------------------|
| Total Tyler License Fees                                | \$ 0.00              | \$ 0.00              |
| Total SaaS  | \$ 0.00              | \$ 111,019.00        |
| Total Tyler Services                                    | \$ 322,390.00        | \$ 0.00              |
| Total Third-Party Hardware, Software, Services          | \$ 0.00              | \$ 0.00              |
| <b>Summary Total</b>                                    | <b>\$ 322,390.00</b> | <b>\$ 111,019.00</b> |
| <b>Contract Total</b>                                   | <b>\$ 877,485.00</b> |                      |
| <b>Estimated Travel Expenses excl in Contract Total</b> | <b>\$ 26,440.00</b>  |                      |

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

**Detailed Breakdown of Conversions (Included in Summary Total)**

| Description                       | Qty | Unit Price   | Unit Discount | Extended Price      |
|-----------------------------------|-----|--------------|---------------|---------------------|
| <b>Financials</b>                 |     |              |               |                     |
| Accounting                        | 1   | \$ 4,000.00  | \$ 2,000.00   | \$ 2,000.00         |
| Accounts Payable                  | 1   | \$ 6,200.00  | \$ 3,100.00   | \$ 3,100.00         |
| Purchase Orders                   | 1   | \$ 3,600.00  | \$ 1,800.00   | \$ 1,800.00         |
| <b>Human Resources Management</b> |     |              |               |                     |
| Human Resources Management        | 1   | \$ 14,300.00 | \$ 7,150.00   | \$ 7,150.00         |
| <b>Revenue Management</b>         |     |              |               |                     |
| General Billing                   | 1   | \$ 6,180.00  | \$ 3,090.00   | \$ 3,090.00         |
| Utility Billing                   | 1   | \$ 32,900.00 | \$ 16,450.00  | \$ 16,450.00        |
| <b>TOTAL</b>                      |     |              |               | <b>\$ 33,590.00</b> |

**Tyler Annual Discount Detail (Excludes Optional Products)**

| Description                 | Annual Fee   | Annual Fee Discount | Annual Fee Net |
|-----------------------------|--------------|---------------------|----------------|
| <b>Financial Management</b> |              |                     |                |
| Accounting                  | \$ 17,963.00 | \$ 3,054.00         | \$ 14,909.00   |
| Accounts Payable            | \$ 5,164.00  | \$ 878.00           | \$ 4,286.00    |
| Budgeting                   | \$ 5,164.00  | \$ 878.00           | \$ 4,286.00    |
| Capital Assets              | \$ 4,352.00  | \$ 0.00             | \$ 4,352.00    |
| Cash Management             | \$ 2,967.00  | \$ 0.00             | \$ 2,967.00    |

## Exhibit A

|  |                      |                     |                      |
|--|----------------------|---------------------|----------------------|
| Contract Management  | \$ 1,957.00          | \$ 0.00             | \$ 1,957.00          |
| eProcurement (Vendor Access and Punch-Out)                       | \$ 2,900.00          | \$ 0.00             | \$ 2,900.00          |
| Project & Grant Accounting                                       | \$ 3,480.00          | \$ 0.00             | \$ 3,480.00          |
| Purchasing   | \$ 7,498.00          | \$ 1,275.00         | \$ 6,223.00          |
| <b>Human Resources Management</b>                                |                      |                     |                      |
| Human Resources & Talent Management                              | \$ 4,752.00          | \$ 808.00           | \$ 3,944.00          |
| Payroll with Employee Access                                     | \$ 6,828.00          | \$ 1,161.00         | \$ 5,667.00          |
| <b>Revenue Management</b>  |                      |                     |                      |
| Accounts Receivable  | \$ 3,799.00          | \$ 646.00           | \$ 3,153.00          |
| Cashiering   | \$ 6,523.00          | \$ 0.00             | \$ 6,523.00          |
| General Billing  | \$ 2,530.00          | \$ 430.00           | \$ 2,100.00          |
| Resident Access  | \$ 3,800.00          | \$ 0.00             | \$ 3,800.00          |
| Utility Billing CIS  | \$ 12,690.00         | \$ 2,157.00         | \$ 10,533.00         |
| Utility Billing Meter Interface                                  | \$ 4,304.00          | \$ 732.00           | \$ 3,572.00          |
| <b>Content Management</b>  |                      |                     |                      |
| Content Manager Core includes Onboarding                         | \$ 10,284.00         | \$ 0.00             | \$ 10,284.00         |
| <b>Data Insights</b>   |                      |                     |                      |
| Enterprise Analytics and Reporting                               | \$ 6,823.00          | \$ 1,160.00         | \$ 5,663.00          |
| <b>Additional</b>  |                      |                     |                      |
| Enterprise Forms Processing Software (including Common Form Set) | \$ 5,440.00          | \$ 0.00             | \$ 5,440.00          |
| Notify includes 30,000 Msgs and 1,000 Mins per year              | \$ 6,000.00          | \$ 1,020.00         | \$ 4,980.00          |
| <b>TOTAL</b>   | <b>\$ 125,218.00</b> | <b>\$ 14,199.00</b> | <b>\$ 111,019.00</b> |

**Comments**

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are

responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact [CybersecuritySales@tylertech.com](mailto:CybersecuritySales@tylertech.com) to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for product that are not named users are based on 32 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Your payment of the annual subscription or SaaS fee for Tyler Notify will include an identified amount of messages and/or minutes annually. Additional messages and/or minutes may be purchased from Tyler in defined packages at our then-current rates. Tyler Notify will not restrict use of messages and/or minutes that exceed the allotted messages but reserves the right to invoice you for documented overages occurring during the annual term. Any unused messages or minutes remaining at the end of your annual subscription term expire.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

General Billing conversion includes: Standard - CID, Recurring Invoices, Bills(Header, Detail), Payment History, Invoices - up to 5 years

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

Utility Billing conversion includes: Standard - UB Account, CID's, Services/Meter Inventory, Assessments, Consumption History - up to 5 years, Balance Forward AR, Service Orders, Backflow, Budget Billing, Flat Inventory/Containers

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 5 years, Check History - up to 5 years, Earning/Deduction History - up to 5 years, PM Action History - up to 5 years, Certifications, Education

**Exhibit A  
Schedule 1**



**Exhibit A  
Schedule 1  
Migration Modules**

Menu  
Human Resources  
Purchasing  
GL/AP  
Budget Preparation  
Utility Billing  
Payroll  
Handhelds





## Exhibit B

### Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees.

- 1.1 SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, increases to your annual SaaS fees will be capped as follows:

| Year | Cap on Increase |
|------|-----------------|
| 6    | 3%              |
| 7    | 3%              |
| 8    | 3%              |

- 1.2 Beginning on the commencement of the initial term, Client shall no longer be required to pay annual support fees for the Migration Modules.

2. Other Tyler Software and Services.

- 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

- 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the best practice recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

- 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

- 2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.
- 2.6 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current

Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first day of the initial term, as set forth in Section F (1) of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

##### Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.\*

Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

|           |     |
|-----------|-----|
| Breakfast | 15% |
| Lunch     | 25% |
| Dinner    | 60% |

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

## 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C

### SERVICE LEVEL AGREEMENT

#### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

#### III. Service Availability

##### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

##### b. Our Responsibilities





When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

| Client Relief Schedule |                               |
|------------------------|-------------------------------|
| Actual Attainment      | Client Relief                 |
| 99.99% - 98.00%        | Remedial action will be taken |
| 97.99% - 95.00%        | 4%                            |
| Below 95.00%           | 5%                            |

#### IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

|                             |                        |
|-----------------------------|------------------------|
| New Year’s Day              | Labor Day              |
| Martin Luther King, Jr. Day | Thanksgiving Day       |
| Memorial Day                | Day after Thanksgiving |
| Independence Day            | Christmas Day          |

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

| Priority Level | Characteristics of Support Incident   | Resolution Targets*   |
|----------------|---|---|
| 1<br>Critical  | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |

| Priority Level    | Characteristics of Support Incident  | Resolution Targets*   |
|-------------------|--|---|
| 2<br>High         | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.                                 | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.   |
| 3<br>Medium       | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |
| 4<br>Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.                                      | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.  |

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



## Exhibit D Third Party Terms

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

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- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



**Exhibit E**  
**Statement of Work**

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# San Fernando, CA

## SOW from Tyler Technologies, Inc.

11/4/2024

Presented to:  
City of San Fernando  
117 N Macneil St  
San Fernando, CA 91340

Contact:  
Rich Boven  
Email: richard.boven@tylertech.com  
1 Tyler Drive, Yarmouth, Maine 04096

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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

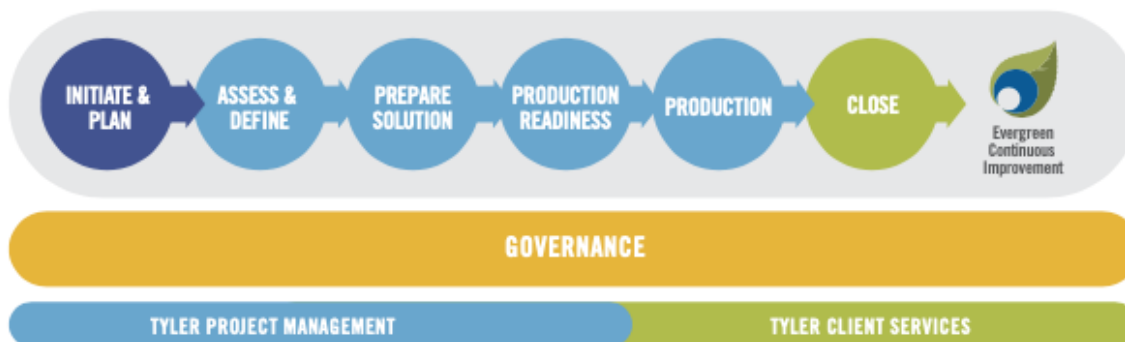
### 1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.



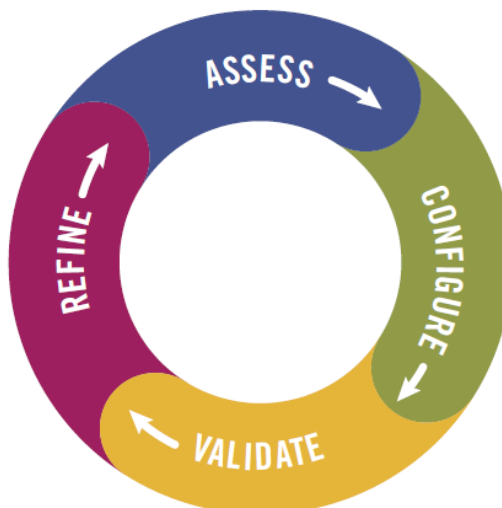
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



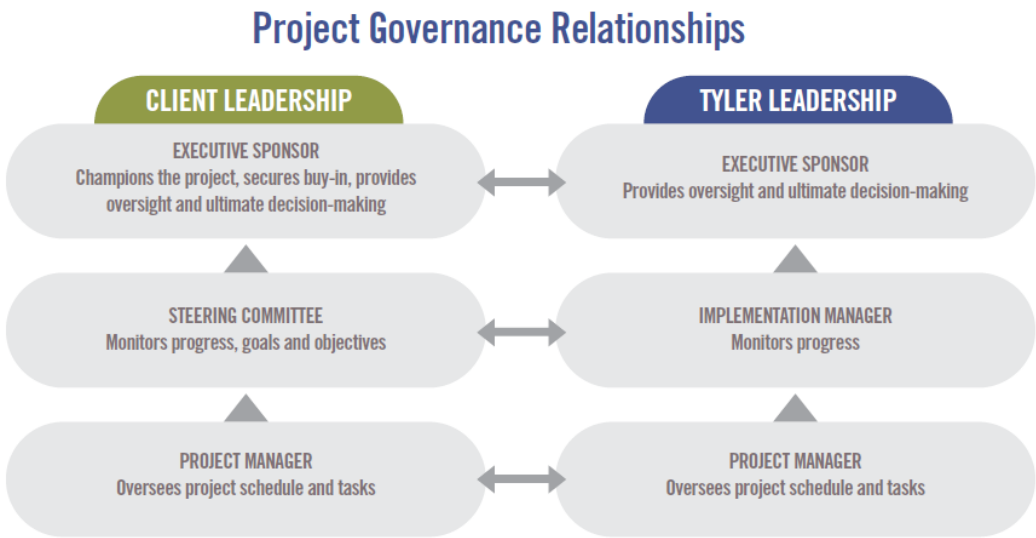
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

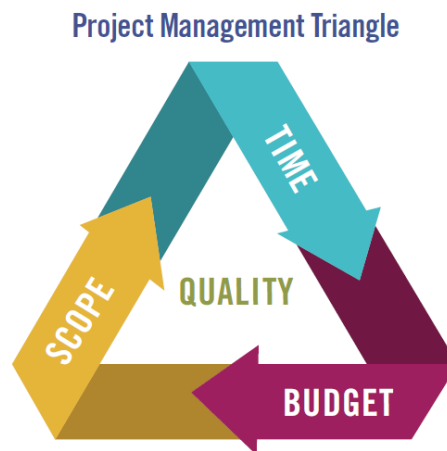
The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



### 3. Project Scope Control

#### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

#### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

#### 3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.





### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



### 5.1.7 Tyler Data Experts

- Validates that customer data files are in proper format.
- Develops customized conversion programs, as necessary, to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City completes the data review.
- Provides conversion consulting and mapping assistance.

### 5.1.8 Tyler Basic Network Support

- Manages incoming City issues via phone, email, online customer incident portal, and from Client Services.
- Provides system support including remote support of City systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications.
- Tracks issues to timely and effective resolution.
- Determines root cause and provides solutions or direction/escalation to Tyler Development.
- Consults on pre-sales regarding system requirements.

#### 1.1.1.1 Tyler Disaster Recovery Support

- Conducts and monitors nightly backups of the City databases at hosting facility and transfers nightly backups to Tyler's data center.
- Provides services to host application in the event of a disaster.

## 5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.



## 5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - City Policies
  - Needs of other client projects

## 5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.



### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

### 5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.



- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of City resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

### 5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.



- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

#### 5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

### Work Breakdown Structure (WBS)

| 1. Initiate & Plan          | 2. Assess & Define                  | 3. Prepare Solution           | 4. Production Readiness | 5. Production                     | 6. Close              |
|-----------------------------|-------------------------------------|-------------------------------|-------------------------|-----------------------------------|-----------------------|
| 1.1 Initial Coordination    | 2.1 Solution Orientation            | 3.1 Initial System Deployment | 4.1 Solution Validation | 5.1 Go Live                       | 6.1 Phase Close Out   |
| 1.2 Project/Phase Planning  | 2.2 Current & Future State Analysis | 3.2 Configuration             | 4.2 Go Live Readiness   | 5.2 Transition to Client Services | 6.2 Project Close Out |
| 1.3 Infrastructure Planning | 2.3 Modification Analysis           | 3.3 Process Refinement        | 4.3 End User Training   | 5.3 Post Go Live Activities       |                       |
| 1.4 Stakeholder Meeting     | 2.4 Conversion Assessment           | 3.4 Conversion Delivery       |                         |                                   |                       |
| 1.5 GIS Planning*           | 2.5 Data Assessment                 | 3.5 Data Delivery             |                         |                                   |                       |
|                             |                                     | 3.6 Modifications*            |                         |                                   |                       |

*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*





## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

| STAGE 1   | Initial Coordination |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|---|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|   | Tyler                |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager    | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Tyler project team is assigned  | A                    | R                      | C               | I                         | I            | I                     | I                  |                 | I                 |                    | I               |                  |                         |                               |                  |           |                 |
| City project team is assigned   |                      |                        |                 |                           |              |                       |                    |                 | A                 | I                  | R               | I                | I                       | I                             |                  |           |                 |
| Provide initial project documents to the City   |                      | A                      | R               | C                         |              |                       | C                  |                 | I                 |                    | I               |                  |                         |                               |                  |           |                 |
| Gather preliminary information requested  |                      |                        | I               |                           |              |                       |                    |                 | A                 |                    | R               | C                |                         | C                             |                  | C         | C               |
| Sales to implementation knowledge transfer  |                      | A                      | R               | I                         | I            | I                     | I                  |                 |                   |                    | I               |                  |                         |                               |                  |           |                 |
| Create Project Portal to store project artifacts and facilitate communication           |                      | A                      | R               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                               |                  |           |                 |

|                      |                                   |
|----------------------|-----------------------------------|
| Inputs               | Contract documents                |
|                      | Statement of Work                 |
| Outputs/Deliverables | Working initial project documents |
|                      | Project portal                    |

**Work package assumptions:**

- Project activities begin after the agreement has been fully executed.

**6.1.2 Project/Phase Planning**

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

| STAGE 1   | Project/Phase Planning |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|---|------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|   | Tyler                  |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager      | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Schedule and conduct planning session(s)  |                        | A                      | R               |                           |              |                       |                    |                 | I                 |                    | C               | C                | I                       |                               |                  |           |                 |



|                                  |  |   |   |   |   |   |   |  |   |   |   |   |   |   |   |  |   |
|----------------------------------|--|---|---|---|---|---|---|--|---|---|---|---|---|---|---|--|---|
| Develop Project Management Plan  |  | A | R |   |   |   |   |  | I |   | C | C | I |   |   |  |   |
| Develop initial project schedule |  | A | R | I | I | I | I |  | I | I | C | C | I | I | C |  | I |

|        |                                |
|--------|--------------------------------|
| Inputs | Contract documents             |
|        | Statement of Work              |
|        | Guide to Starting Your Project |

| Outputs / Deliverables |                          | Acceptance Criteria [only] for Deliverables   |
|------------------------|--------------------------|---|
|                        | Project Management Plan  | Delivery of document  |
|                        | Project Operational Plan | Delivery of document  |
|                        | Initial Project Schedule | City provides acceptance of schedule based on resource availability, project budget, and goals. |

#### Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The City is responsible for the installation, setup and maintenance of all peripheral devices.

#### Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

| STAGE 1   | Infrastructure Planning |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                        |                  |           |                 |
|---|-------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|------------------------|------------------|-----------|-----------------|
|   | Tyler                   |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                        |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager       | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts | Department Heads | End Users | Technical Leads |
| Initial Infrastructure Communication  |                         | A                      | R               |                           | C            |                       | C                  |                 |                   |                    | C               |                  |                         |                        |                  |           | C               |
| Schedule Environment Availability   |                         | A                      | R               |                           |              |                       | C                  |                 |                   |                    | I               |                  |                         |                        |                  |           |                 |

|                        |                                       |   |
|------------------------|---------------------------------------|---|
| Inputs                 | Initial Infrastructure Requirements   |   |
| Outputs / Deliverables |                                       | Acceptance Criteria [only] for Deliverables |
|                        | Completed Infrastructure Requirements | Delivery of Requirements                    |

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

| STAGE 1   | Stakeholder Meeting |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|---|---------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|   | Tyler               |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager   | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Create Stakeholder Meeting Presentation   | I                   | A                      | R               | I                         | I            |                       |                    |                 | I                 | I                  | C               |                  | I                       |                               |                  |           |                 |
| Review Stakeholder Meeting Presentation   |                     | I                      | C               |                           |              |                       |                    |                 | A                 |                    | R               |                  | C                       |                               |                  |           |                 |
| Perform Stakeholder Meeting Presentation  | I                   | A                      | R               | I                         | I            |                       |                    |                 | I                 | I                  | C               | I                | I                       | I                             | I                | I         | I               |

|                        |                                  |   |
|------------------------|----------------------------------|---|
| Inputs                 | Agreement                        |   |
|                        | SOW                              |   |
|                        | Project Management Plan          |   |
| Outputs / Deliverables |                                  | Acceptance Criteria [only] for Deliverables |
|                        | Stakeholder Meeting Presentation |   |

Work package assumptions:



- None

6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

|         |                      |      |
|---------|----------------------|------|
| STAGE 2 | Solution Orientation |      |
|         | Tyler                | City |



|   |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Provide pre-requisites  |                   |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                              | I                |           | I               |
| Complete pre-requisites   |                   |                        |                 |                           |              |                       |                    |                 |                   |                    | A               | R                |                         | C                              |                  |           | C               |
| Conduct orientation   |                   |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                              | I                |           | I               |

|        |                                |
|--------|--------------------------------|
| Inputs | Solution orientation materials |
|        | Training Plan                  |

## 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

|         |                                 |      |
|---------|---------------------------------|------|
| STAGE 2 | Current & Future State Analysis |      |
|         | Tyler                           | City |



|   |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
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| Current State process review  |                   |                        | A               | R                         | I            | I                     | I                  |                 |                   |                    | C               | C                | C                       | C                              |                  |           | C               |
| Discuss future-state options  |                   |                        | A               | R                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                              |                  |           | C               |
| Make future-state decisions (non-COTS)  |                   |                        | C               | C                         | C            | C                     | C                  |                 |                   |                    | A               | R                | I                       | C                              |                  |           | C               |
| Document anticipated configuration options required to support future state             |                   |                        | A               | R                         | C            | C                     | C                  |                 |                   |                    | I               | I                | I                       | I                              |                  |           | I               |

|        |                                  |
|--------|----------------------------------|
| Inputs | City current state documentation |
|        | Solution Orientation completion  |

|                        |  |   |
|------------------------|--|---|
| Outputs / Deliverables |  | Acceptance Criteria [only] for Deliverables |
|                        | Documentation that describes future-state decisions and configuration options to support future-state decisions. | Delivery of document                        |

#### Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

### 6.2.3 This work package is not applicable.

### 6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

#### Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.

- If source data is a Tyler legacy system, Tyler performs the data mappings. If source data is from a third-party, client is responsible for mapping the data from the source to the Tyler system.
- Document the data conversion/loading approach.

| STAGE 2   | Data Conversion Assessment |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|----------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler                      |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                                      |                  |           |                 |
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| Extract Data from Source Systems  |                            |                        | I               |                           | C            |                       |                    |                 |                   |                    | A               |                  |                         |                                      |                  |           | R               |
| Review and Scrub Source Data  |                            |                        | I               | I                         | I            |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           | I               |
| Build/Update Data Conversion Plan   |                            |                        | R               | C                         | C            |                       |                    |                 |                   |                    | C               | I                | I                       | I                                    |                  |           | I               |

|        |   |
|--------|---|
| Inputs | City Source data                              |
|        | City Source data Documentation (if available) |

|                        |                                    |  |
|------------------------|------------------------------------|--|
| Outputs / Deliverables |                                    | Acceptance Criteria [only] for Deliverables            |
|                        | Data Conversion Plan built/updated | City Acceptance of Data Conversion Plan, if Applicable |

#### Work package assumptions:

- If the source data is a Tyler system Tyler's Conversion Engineers extract and map the data into the standard Enterprise ERP conversion format. If the source data is from a third-party the client will provide Tyler with the data in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

#### 6.2.5 This work package is not applicable.

#### 6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.





**Assess & Define Stage Deliverables:**

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

## 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

**Objectives:**

- All licensed software is installed and operational.
- The City can access the software.

| STAGE 3   | Initial System Deployment (Hosted/SaaS)* |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|--|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler                                    |                        |                 |                           |              |                       |                    | City            |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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| Prepare hosted environment  |  |                        | A               |                           |              |                       | R                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | C               |
| Install Licensed Software for Included Environments                                     |  |                        | A               |                           |              |                       | R                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | C               |
| Install Licensed Software on City   |  |                        | I               |                           |              |                       | C                  |                 |                   |                    | A               |                  |                         |                                      |                  |           | R               |



|  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |  |  |   |
|--|--|--|---|--|--|--|---|--|--|--|---|--|--|--|--|--|---|
| Devices (if applicable)                              |  |  |   |  |  |  |   |  |  |  |   |  |  |  |  |  |   |
| Tyler System Administration Training (if applicable) |  |  | A |  |  |  | R |  |  |  | I |  |  |  |  |  | C |

| Outputs / Deliverables |  | Acceptance Criteria [only] for Deliverables |
|------------------------|--|---|
|                        | Licensed Software is Installed on the Server(s)                | Software is accessible                      |
|                        | Licensed Software is Installed on City Devices (if applicable) | Software is accessible                      |
|                        | Installation Checklist/System Document                         |   |

#### Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

#### Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

| STAGE 3   | Configuration     |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
|   | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                                |                  |           |                 |
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| Conduct configuration training  |                   |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | C                |                         | C                              |                  |           |                 |



|  |  |  |   |   |  |  |  |   |  |  |   |   |  |   |  |  |   |
|--|--|--|---|---|--|--|--|---|--|--|---|---|--|---|--|--|---|
| Complete Tyler configuration tasks (where applicable)          |  |  | A | R |  |  |  |   |  |  | I | I |  | I |  |  |   |
| Complete City configuration tasks (where applicable)           |  |  | I | C |  |  |  |   |  |  | A | R |  | C |  |  |   |
| Standard interfaces configuration and training (if applicable) |  |  | A | R |  |  |  | C |  |  | I | C |  | C |  |  | C |
| Updates to Solution Validation testing plan                    |  |  | C | C |  |  |  |   |  |  | A | R |  | C |  |  | C |

|        |  |
|--------|--|
| Inputs | Documentation that describes future state decisions and configuration options to support future state decisions. |
|--------|--|

|                        |                   |   |
|------------------------|-------------------|---|
| Outputs / Deliverables |                   | Acceptance Criteria [only] for Deliverables |
|                        | Configured System |   |

#### Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

#### Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

| STAGE 3   | Process Refinement |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|--------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler              |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                                      |                  |           |                 |
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|  |  |  |   |   |  |  |  |   |  |   |   |   |   |   |  |  |   |
|--|--|--|---|---|--|--|--|---|--|---|---|---|---|---|--|--|---|
| Conduct process training                                   |  |  | A | R |  |  |  |   |  |   | I | C | I | C |  |  |   |
| Confirm process decisions                                  |  |  | I | C |  |  |  |   |  | A | R | C | I | C |  |  |   |
| Test configuration   |  |  | I | C |  |  |  |   |  |   | A | R |   | C |  |  |   |
| Refine configuration (City Responsible)                    |  |  | I | C |  |  |  |   |  |   | A | R |   | C |  |  |   |
| Refine configuration (Tyler Responsible)                   |  |  | A | R |  |  |  |   |  |   | I | I |   | I |  |  |   |
| Validate interface process and results                     |  |  | I | C |  |  |  | C |  |   | A | R |   | C |  |  | C |
| Update City-specific process documentation (if applicable) |  |  | I | C |  |  |  |   |  |   | A | R |   | C |  |  |   |
| Updates to Solution Validation testing plan                |  |  | C | C |  |  |  |   |  |   | A | R |   | C |  |  | C |

|        |  |
|--------|--|
| Inputs | Initial Configuration  |
|        | Documentation that describes future state decisions and configuration options to support future state decisions. |
|        | Solution validation test plan  |

|                        |   |   |
|------------------------|---|---|
| Outputs / Deliverables |   | Acceptance Criteria [only] for Deliverables |
|                        | Updated solution validation test plan                             |   |
|                        | Completed City-specific process documentation (completed by City) |   |

#### Work package assumptions:

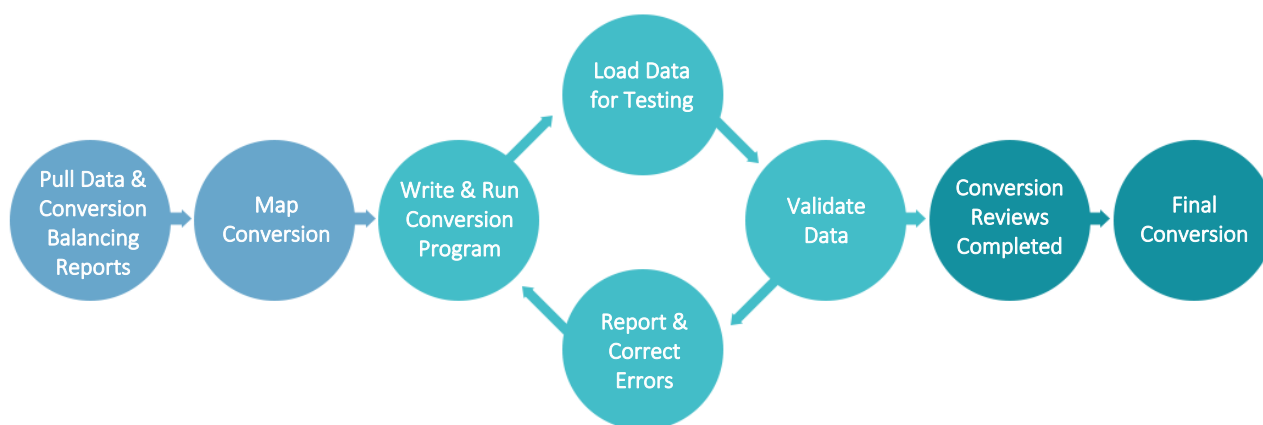
- None

### 6.3.4 Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.





### Objectives:

- Data is ready for production (Conversion).

| STAGE 3  | Data Delivery & Conversion |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|--|----------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|  | Tyler                      |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                                      |                  |           |                 |
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| Provide data crosswalks/code mapping tool  |                            |                        | A               | C                         | R            |                       |                    |                 |                   |                    | I               | I                |                         | I                                    |                  |           |                 |
| Populate data crosswalks/code mapping tool   |                            |                        | I               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Iterations: Conversion Development   |                            |                        | A               | C                         | R            |                       |                    |                 |                   |                    | I               |                  |                         |                                      |                  |           | I               |
| Iterations: Deliver converted data   |                            |                        | A               |                           | R            |                       | I                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | I               |
| Iterations: Proof/Review data and reconcile to source system                               |                            |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           | C               |



|                        |  |   |
|------------------------|--|---|
| Inputs                 |  |   |
|                        | Data Conversion Plan                     |   |
|                        | Configuration                            |   |
| Outputs / Deliverables |  | Acceptance Criteria [only] for Deliverables             |
|                        | Code Mapping Complete / Validated        |   |
|                        | Conversion Iterations / Reviews Complete | Conversion complete, verified, and ready for final pass |

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 This work package is not applicable.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.



### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

| STAGE 4   | Solution Validation |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|---|---------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
|   | Tyler               |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                                |                  |           |                 |
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| Update Solution Validation plan   |                     |                        | A               | R                         | C            |                       |                    |                 |                   |                    | C               | C                |                         | C                              |                  |           |                 |
| Update test scripts (as applicable)   |                     |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                              |                  |           |                 |
| Perform testing   |                     |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                              |                  |           |                 |
| Document issues from testing  |                     |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                              |                  |           |                 |
| Perform required follow-up on issues  |                     |                        | A               | R                         | C            |                       |                    |                 |                   |                    | C               | C                |                         | C                              |                  |           |                 |

|        |  |
|--------|--|
| Inputs | Solution Validation plan   |
|        | Completed work product from prior stages (configuration, business process, etc.) |

|                        |                            |   |
|------------------------|----------------------------|---|
| Outputs / Deliverables |                            | Acceptance Criteria [only] for Deliverables |
|                        | Solution Validation Report | City updates report with testing results    |

#### Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

### 6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and



concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

#### Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

| STAGE 4   | Go-Live Readiness |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|   | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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| Perform Readiness Assessment  | I                 | A                      | R               | C                         | C            | I                     | C                  | I               | I                 | I                  | I               |                  | I                       |                               |                  |           | I               |
| Conduct Go-Live planning session  |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | C                       | C                             | C                |           | C               |
| Order peripheral hardware (if applicable)   |                   |                        | I               |                           |              |                       |                    |                 |                   | A                  | R               |                  |                         |                               |                  |           | C               |
| Confirm procedures for Go-Live issue reporting & resolution                             |                   | A                      | R               | I                         | I            | I                     | I                  |                 |                   |                    | C               | C                | I                       | I                             | I                | I         | I               |
| Develop Go-Live checklist   |                   | A                      | R               | C                         | C            |                       |                    |                 |                   |                    | C               | C                | I                       | C                             |                  |           | C               |
| Final system infrastructure review (where applicable)                                   |                   |                        | A               |                           |              |                       | R                  |                 |                   |                    | C               |                  |                         |                               |                  |           | C               |

|        |                        |
|--------|------------------------|
| Inputs | Future state decisions |
|        | Go-live checklist      |

|                        |                           |   |
|------------------------|---------------------------|---|
| Outputs / Deliverables |                           | Acceptance Criteria [only] for Deliverables                         |
|                        | Updated go-live checklist | Updated Action plan and Checklist for go-live delivered to the City |

#### Work package assumptions:

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.



Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

#### Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

| STAGE 4   | End User Training |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|   | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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| Update training plan  |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               |                  | I                       |                               | C                |           |                 |
| End User training (Tyler-led)   |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | I                       | C                             | C                | C         |                 |
| Train-the-trainer   |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | I                       | C                             |                  |           |                 |
| End User training (City-led)  |                   |                        | C               | C                         |              |                       |                    |                 |                   |                    | A               | R                | I                       | C                             | C                | C         |                 |

|        |  |
|--------|--|
| Inputs | Training Plan                                  |
|        | List of End Users and their Roles / Job Duties |
|        | Configured Tyler System                        |

|                        |                   |   |
|------------------------|-------------------|---|
| Outputs / Deliverables |                   | Acceptance Criteria [only] for Deliverables |
|                        | End User Training | City signoff that training was delivered    |

#### Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

|         |         |      |
|---------|---------|------|
| STAGE 5 | Go-Live |      |
|         | Tyler   | City |



|   |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Provide final source data extract, if applicable  |                   |                        | C               |                           | C            |                       |                    |                 |                   |                    | A               |                  |                         |                               |                  |           | R               |
| Final source data pushed into production environment, if applicable                     |                   |                        | A               | C                         | R            |                       |                    |                 |                   |                    | I               | C                |                         | C                             |                  |           | C               |
| Proof final converted data, if applicable   |                   |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Complete Go-Live activities as defined in the Go-Live action plan                       |                   |                        | C               | C                         | C            |                       |                    |                 |                   | A                  | R               | C                | I                       | C                             |                  |           |                 |
| Provide Go-Live assistance  |                   |                        | A               | R                         | C            | C                     |                    | I               |                   |                    | C               | C                | I                       | C                             |                  | I         | C               |

|        |                                       |
|--------|---------------------------------------|
| Inputs | Comprehensive Action Plan for Go-Live |
|        | Final source data (if applicable)     |

|                        |   |   |
|------------------------|---|---|
| Outputs / Deliverables |   | Acceptance Criteria [only] for Deliverables               |
|                        | Data is available in production environment | City confirms data is available in production environment |

#### Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.

### 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

#### Objectives:



- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

| STAGE 5   | Transition to Client Services |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|---|-------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|   | Tyler                         |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager             | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Transfer City to Client Services and review issue reporting and resolution processes    | I                             | I                      | A               | I                         | I            |                       |                    | R               | I                 | I                  | C               | C                |                         | C                             |                  |           |                 |
| Review long term maintenance and continuous improvement                                 |                               |                        | A               |                           |              |                       |                    | R               |                   |                    | C               | C                |                         | C                             |                  |           |                 |

|        |                       |
|--------|-----------------------|
| Inputs | Open item/issues List |
|--------|-----------------------|

|                        |                                  |   |
|------------------------|----------------------------------|---|
| Outputs / Deliverables |                                  | Acceptance Criteria [only] for Deliverables |
|                        | Client Services Support Document |   |

#### Work package assumptions:

- No material project issues remain without assignment and plan.

### 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

#### Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

| STAGE 5 | Post Go-Live Activities |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |
|---------|-------------------------|--|--|--|--|--|--|--|------|--|--|--|--|--|--|--|
|         | Tyler                   |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |

|   |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Schedule contracted activities that are planned for delivery after go-live              |                   | A                      | R               | C                         | C            | C                     | C                  | I               |                   |                    | C               | C                | I                       | C                              |                  |           | C               |
| Determine resolution plan in preparation for phase or project close out                 |                   | A                      | R               | C                         | C            | C                     |                    | I               |                   |                    | C               | C                | I                       | C                              |                  |           |                 |

|        |                                 |
|--------|---------------------------------|
| Inputs | List of post Go-Live activities |
|--------|---------------------------------|

|                        |                    |   |
|------------------------|--------------------|---|
| Outputs / Deliverables |                    | Acceptance Criteria [only] for Deliverables |
|                        | Updated issues log |   |

#### Work package assumptions:

- System is being used in a live production state.

### 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

#### Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

| STAGE 6   | Phase Close Out   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|   | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Reconcile project budget and status of contract Deliverables                            | I                 | A                      | R               |                           |              |                       |                    |                 | I                 | I                  | C               |                  |                         |                               |                  |           |                 |
| Hold post phase review meeting  |                   | A                      | R               | C                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                             |                  |           | C               |
| Release phase-dependent Tyler project resources   | A                 | R                      | I               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                               |                  |           |                 |

| Participants | Tyler   | City   |
|--------------|---|--|
|              | Project Leadership  | Project Manager                                |
|              | Project Manager   | Project Sponsor(s)                             |
|              | Implementation Consultants                                  | Functional Leads, Power Users, Technical Leads |
|              | Technical Consultants (Conversion, Deployment, Development) |  |
|              | Client Services   |  |

| Inputs | Contract          |
|--------|-------------------|
|        | Statement of Work |
|        | Project artifacts |

| Outputs / Deliverables                    | Acceptance Criteria [only] for Deliverables |
|---|---|
| Final action plan (for outstanding items) |   |
| Reconciliation Report                     |   |
| Post Phase Review                         |   |

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

| STAGE 6   | Project Close Out |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
|   | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                                |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Conduct post project review   |                   | A                      | R               | C                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                              |                  |           | C               |
| Deliver post project report to City and Tyler leadership                                | I                 | A                      | R               |                           |              |                       |                    |                 | I                 | I                  | C               |                  |                         |                                |                  |           |                 |
| Release Tyler project resources   | A                 | R                      | I               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                                |                  |           |                 |

|        |                   |
|--------|-------------------|
| Inputs | Contract          |
|        | Statement of Work |

|                        |                     |  |
|------------------------|---------------------|--|
| Outputs / Deliverables |                     | Acceptance Criteria [only] for Deliverables  |
|                        | Post Project Report | City acceptance; Completed report indicating all project Deliverables and milestones have been completed |

Work package assumptions:

- All project implementation activities have been completed and approved.



- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.
- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

### 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.





## 7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



## 7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.



## 8. Glossary

| Word or Term                                   | Definition   |
|--|--|
| <b>Acceptance</b>                              | Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.  |
| <b>Accountable</b>                             | The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]  |
| <b>Application</b>                             | A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.   |
| <b>Application Programming Interface (API)</b> | A defined set of tools/methods to pass data to and received data from Tyler software products  |
| <b>Agreement</b>                               | This executed legal contract that defines the products and services to be implemented or performed.  |
| <b>Business Process</b>                        | The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.   |
| <b>Business Requirements Document</b>          | A specification document used to describe Client requirements for contracted software modifications.   |
| <b>Change Request</b>                          | A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.  |
| <b>Change Management</b>                       | Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes  |
| <b>Code Mapping [where applicable]</b>         | An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue]. |
| <b>Consulted</b>                               | Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]   |
| <b>Control Point</b>                           | This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.  |
| <b>Data Mapping [where applicable]</b>         | The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.  |
| <b>Deliverable</b>                             | A verifiable document or service produced as part of the Project, as defined in the work packages.   |
| <b>Go-Live</b>                                 | The point in time when the Client is using the Tyler software to conduct daily operations in Production.   |
| <b>Informed</b>                                | Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]   |



|                              |   |
|------------------------------|---|
| <b>Infrastructure</b>        | The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.   |
| <b>Interface</b>             | A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.                |
| <b>Integration</b>           | A standard exchange or sharing of common data within the Tyler system or between Tyler applications   |
| <b>Legacy System</b>         | The software from which a client is converting.   |
| <b>Modification</b>          | Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.   |
| <b>On-site</b>               | Indicates the work location is at one or more of the client's physical office or work environments.   |
| <b>Organizational Change</b> | The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.  |
| <b>Output</b>                | A product, result or service generated by a process.  |
| <b>Peripheral devices</b>    | An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.  |
| <b>Phase</b>                 | A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned. |
| <b>Project</b>               | The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.   |
| <b>RACI</b>                  | A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).                                  |
| <b>Remote</b>                | Indicates the work location is at one or more of Tyler's physical offices or work environments.   |
| <b>Responsible</b>           | Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]   |
| <b>Scope</b>                 | Products and services that are included in the Agreement.   |



|                                       |  |
|---------------------------------------|--|
| <b>Solution</b>                       | The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies. |
| <b>Stage</b>                          | The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.  |
| <b>Standard</b>                       | Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.   |
| <b>Statement of Work (SOW)</b>        | Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.                                   |
| <b>System</b>                         | The collective group of software and hardware that is used by the organization to conduct business.  |
| <b>Test Scripts</b>                   | The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.                |
| <b>Training Plan</b>                  | Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.                      |
| <b>Validation (or to validate)</b>    | The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.   |
| <b>Work Breakdown Structure (WBS)</b> | A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.  |
| <b>Work Package</b>                   | A group of related tasks within a project.   |



# Part 4: Appendices

## 9. Conversion

### 9.1 Enterprise ERP Conversion Summary

#### 9.1.1 Accounting

##### 9.1.1.1 Accounting - Actuals

- Summary account balances
- Up to 5 years

##### 9.1.1.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 5 years

#### 9.1.2 Accounts Payable

##### 9.1.2.1 Vendors

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

##### 9.1.2.2 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

##### 9.1.2.3 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

#### 9.1.3 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.
- Closed purchase orders detail data, up to 5 years, including line-item descriptions, quantities, amounts, etc.



## 9.1.4 Human Resources Management

### 9.1.4.1 HRM Employee Master Information

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

### 9.1.4.2 Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years
- Accumulators are converted with check history and earning/deduction history as a default. No accumulator files are necessary to submit when converting history.

### 9.1.4.3 Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

### 9.1.4.4 Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

### 9.1.4.5 Personnel Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

### 9.1.4.6 Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

### 9.1.4.7 Education

- Codes, for institution, type of degree, and area(s) of study

## 9.1.5 General Billing

### 9.1.5.1 Customer Master Files

- Customer information

### 9.1.5.2 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis



- Header records with general information about the invoice
- Detail records with line-specific information

#### 9.1.5.3 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Enterprise ERP

### 9.1.6 Utility Billing

#### 9.1.6.1 Account Information

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

#### 9.1.6.2 Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings( current and previous), meter usage (current and previous) and sales tax information.

#### 9.1.6.3 Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

#### 9.1.6.4 Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

#### 9.1.6.5 Balance Forward AR

- Account balance forward information converted as total amount due. If the client's business practices require current due and past due bills this can be broken into three balance forward bills(current balance due and up to two past due balance bills).These can be converted to one balance forward charge code or separate balance forward charge codes, and converted to the account/customer, if the client's legacy data contains this information.
- If late penalties will be applied in Enterprise ERP after the conversion, balance forward amounts must be converted by charge code

#### 9.1.6.6 Work Orders

- Work Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

#### 9.1.6.7 Backflow

- Account information, backflow device information, backflow type, and backflow violations





#### 9.1.6.8 Budget Billing

- Converts information for budget average billing by account, customer and service. Legacy data must include: calculated budget amount by service; number of periods remaining until plan renews; budget plan balance/credit amount, broken out by service/customer; additional amortized amount by service.

#### 9.1.6.9 Flat Inventory/Containers

- Inventory for non-metered items tied to recurring service billing – flat rate is tied to inventory item(s)/item type(s) (vs consumption/usage). Trash/recycling containers, dumpsters, roll off containers, light poles, cable/internet equipment.



## 10. Additional Appendices

10.1 This work package is not applicable.



## 11. Project Timeline

### 11.1 ERP Project Timeline

The Project Timeline establishes a target duration for each phase of the project. The timeline needs to account for resource availability, business goals, size and complexity of the project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation. Durations may be revised when the Agreement is signed and further refined during the project.

Eden to Enterprise ERP project start dates are dependent on wave availability. Waves are a common implementation start month for a group of Eden clients. Each wave has a designated number of slots available for clients to sign up – once those slots are full you must choose an alternate wave with availability. A signed agreement is required to reserve your spot in a wave.

| Phase | Functional Area(s)         | Modules   | Duration  |
|-------|----------------------------|---|---|
| 1     | Financials                 | <ul style="list-style-type: none"> <li>Accounting</li> <li>Accounts Payable</li> <li>Budgeting</li> <li>Capital Assets</li> <li>Cash Management</li> <li>Contract Management</li> <li>eProcurement (Vendor Access and Punch-Out)</li> <li>Project &amp; Grant Accounting</li> <li>Purchasing</li> <li>Accounts Receivable</li> <li>General Billing</li> <li>Cashiering</li> </ul> | 12 Months<br>or as defined in the Project Plan and mutually agreed upon |
|       | System Wide                | <ul style="list-style-type: none"> <li>Enterprise Analytics &amp; Reporting</li> <li>Enterprise Forms</li> <li>Content Manager Core includes Onboarding</li> </ul>  |   |
| 2     | Utility Billing            | <ul style="list-style-type: none"> <li>Utility Billing CIS</li> <li>Utility Billing Meter Interface</li> <li>Resident Access</li> <li>Notify</li> </ul>   | 12 Months<br>or as defined in the Project Plan and mutually agreed upon |
| 3     | Human Resources Management | <ul style="list-style-type: none"> <li>Payroll with Employee Access</li> <li>Human Resources &amp; Talent Management</li> </ul>   | 12 Months<br>or as defined in the Project Plan and mutually agreed upon |



11.2 This work package is not applicable.



ADDENDUM #1 TO TYLER TECHNOLOGIES 2024 SAAS  
FEDERAL REQUIREMENTS AND RESTRICTIONS

The contract, agreement, or purchase order to which this Addendum is attached uses federal assistance to the City of San Fernando supplied by the US Department of Treasury under the American Rescue Plan Act ("ARPA").

The following terms and conditions apply to the Contractor, Consultant, or Vendor, who shall comply with all applicable federal laws and regulations and to any amendments hereafter including, but not limited to, the following:

1. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

Minority and Women Business Enterprises (if applicable to this Contract): Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and COPELAND ANTI-KICKBACK ACT (40 U.S.C. § 3145). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Contractor must comply with all applicable Davis-Bacon Act provisions.
3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by a non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Contractor certifies that during the term of an award for all Contracts by Contractor resulting from this procurement process, Contractor must comply with applicable requirements as referenced above.
4. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor certifies that during the

term of an award for this Contract, Contractor shall comply with applicable requirements as referenced above.

5. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor certifies that during the term of this agreement, Contractor shall comply with applicable requirements as referenced above.
6. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
7. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Contractor must file any required certifications. Contractor must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award. Contractor shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
8. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
9. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Contractor certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

10. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Contractor certifies that during the term of this agreement it shall comply with applicable requirements of 2 C.F.R. § 200.322.
11. ACCESS TO RECORDS. Contractor agrees to provide CITY, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR agrees to permit any of the foregoing entities to reproduce by any means or to copy excerpts and transcription as reasonably needed and agrees to cooperate with all such requests. Contractor agrees to provide the Treasury Department or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract. No language in this Contract is intended to prohibit audits or internal reviews by the Treasury Department of the Comptroller General of the United States.








# San Fernando, CA Tyler EERP SaaS Agreement 111424

Final Audit Report

2024-11-14

|                 |  |
|-----------------|--|
| Created:        | 2024-11-14                                   |
| By:             | Stacey Gerard (stacey.gerard@tylertech.com)  |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAVfaC67_PrhcDR0VGlbOFnkjvd5J8ITfK |

## "San Fernando, CA Tyler EERP SaaS Agreement 111424" History

-  Document created by Stacey Gerard (stacey.gerard@tylertech.com)  
2024-11-14 - 3:34:00 PM GMT- IP address: 163.116.144.110
-  Document emailed to Kimberly Watson (kimberly.watson@tylertech.com) for signature  
2024-11-14 - 3:35:01 PM GMT
-  Email viewed by Kimberly Watson (kimberly.watson@tylertech.com)  
2024-11-14 - 3:51:55 PM GMT- IP address: 172.225.113.106
-  Document e-signed by Kimberly Watson (kimberly.watson@tylertech.com)  
Signature Date: 2024-11-14 - 3:57:49 PM GMT - Time Source: server- IP address: 163.116.144.98
-  Agreement completed.  
2024-11-14 - 3:57:49 PM GMT

**RESOLUTION NO. 8353**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025  
ADOPTED ON JULY 1, 2024, APPROPRIATING FUNDS FOR ENTERPRISE  
RESOURCE PLANNING (ERP) SOFTWARE IMPLEMENTATION**

**WHEREAS**, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2024-2025, commencing July 1, 2024, and ending June 30, 2025; and

**WHEREAS**, the City Council has determined that it is necessary to amend expenditures of the current City budget to appropriate additional funds for implementation of the City's new ERP software system from the General Fund Reserves; and

**WHEREAS**, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2024 and ending June 30, 2025, a copy of which is on file in the City Clerk's Office, was adopted on July 1, 2024.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The following adjustments are made to the City Budget:

**ALLOCATION OF FUNDS FOR ERP SOFTWARE IMPLEMENTATION**

|                                   |                  |
|-----------------------------------|------------------|
| Increase in Overtime Expenditures | <u>\$133,685</u> |
| Account No. 001-225-0000-4105     |                  |

**SECTION 2.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED THIS 18<sup>th</sup> DAY OF NOVEMBER, 2024.**

---

Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

**ATTEST:**

---

Julia Fritz, City Clerk

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8353 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 18<sup>th</sup> day of November, 2024, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2024.

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Julia Fritz, City Clerk

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erica Melton, Director of Administrative Services  
Sergio Ibarra, Personnel Manager

**Date:** November 18, 2024

**Subject:** Consideration to Approve a Memorandum of Understanding Side Letter Agreement between the City and San Fernando Public Employees Association/SEIU Local 721 and Adopt a Resolution Related to Paid Parental Leave for Department Head Employees

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) Side Letter Agreement (Attachment “A” – Contract No. 2145(c)) between the City of San Fernando and the San Fernando Public Employees Association (SFPEA)/SEIU Local 721) to include Paid Parental Leave;
- b. Adopt Resolution No. 8343 (Attachment “B”) amending the salary and benefits for certain employees in classifications designated as Department Heads to include Paid Parental Leave; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. On April 17, 2023, the City and the San Fernando Public Employees’ Association (SFPEA)/SEIU Local 721 executed a five-year Memorandum of Understanding (MOU) for the term of July 1, 2022 through June 30, 2027 (Contract No. 2145).
2. On August 8, 2023, the City Council approved a first side letter agreement with SFPEA (Contract No. 2145(a)) related to the Cost-of-Living Adjustment (COLA) implementation schedule and adopted language that clarifies when the new COLA’s are effective to align with other MOU’s in the City.

**Consideration to Approve a Memorandum of Understanding Side Letter Agreement between the City and San Fernando Public Employees Association/SEIU Local 721 and Adopt a Resolution Related to Paid Parental Leave for Department Head Employees**

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3. On January 16, 2024, the City Council approved a second side letter agreement with SFPEA (Contract No. 2145(b)) clarifying the observation of the Cesar Chavez Holiday.
4. On March 18, 2024, the City Council adopted Resolution 8289, which outlines salary and benefits for employees designated as Department Heads.
5. In May 2024, the City Council provided direction to City staff to research and provide options on how the City could implement a Paid Parental Leave program similar to the City of Los Angeles for its employees.
6. On September 16, 2024, the City Council approved the San Fernando Police Civilians Association (SFPCA) MOU Agreement, which authorized the creation of a new Paid Parental Leave program available to SFPCA bargaining unit members.

**ANALYSIS:**

A Paid Parental Leave Program supports employees during a critical life event by allowing them time away from work to bond with and care for a new child, without suffering a loss of income. This benefit promotes employee well-being, reduces stress, and helps foster a healthy work-life balance. Paid parental leave demonstrates an employer's commitment to family values and inclusivity, which can enhance job satisfaction, loyalty, and productivity. It also contributes to workplace equity, as both parents are given opportunities to share in caregiving responsibilities, leading to healthier families and stronger workforces.

A Paid Parental Leave Program has already been incorporated in MOUs with the San Fernando Management Group and San Fernando Police Civilians' Association. The proposed Program will extend the same benefits to the San Fernando Public Employees' Association and Department Heads. If the City Council approves the proposed Paid Parental Leave Program, it will provide a leave bank up to 480 hours (12 weeks) of paid time off specifically for pregnancy disability and/or to bond with their new child during Federal Family and Medical Leave Act (FMLA) and/or California Family Right Act (CFRA) approved leave.

In order to qualify for the proposed Paid Parental Leave program, an employee must meet the requirements similar to Federal Family Medical Leave/California Medical Leave ("FMLA/CFRA") and have worked 1,250 hours in the year prior to taking the qualified leave. Currently, employees who qualify for FMLA/CFRA leave must use their own leave banks (Sick or Vacation) and some may have to take unpaid leave if they do not have enough time in their leave balances. Adoption of the proposed Program would provide qualified employees with paid leave for up to 12 weeks (i.e. 480 hours), to be used within one (1) year of the qualifying event, without impacting employee's Sick or Vacation leave.



**Consideration to Approve a Memorandum of Understanding Side Letter Agreement between the City and San Fernando Public Employees Association/SEIU Local 721 and Adopt a Resolution Related to Paid Parental Leave for Department Head Employees**

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Qualifying events for Paid Parental Leave include:

- Birth of a child
- Disability due to pregnancy
- Long-term placement of a child for foster care
- Placement of a child for adoption; or
- Placement of a child for legal guardianship

The amended leave language in the MOU and Department Head Salary and Benefit resolution will be as follows:

“The City will implement the Paid Parental Leave Time (PPT) program beginning the effective date of the MOU. This program provides eligible employees who experience a qualifying event up to twelve (12) weeks (480 hours) of 100% paid time off for pregnancy disability and/or to bond with their new child during Federal Family and Medical Leave Act (FMLA) and/or California Family Right Act (CFRA) approved leave. Use of PPT shall be limited to twelve (12) weeks (480 hours) as part of the employee’s FMLA/CFRA entitlement during the employee’s 12-month FMLA/CFRA anniversary period.”

To implement the leave program, the City Council must approve the MOU Side Letter Agreement with SFPEA (Attachment “A”), which also extends similar benefits to unrepresented confidential employees, and amend the Department Head Salary and Benefits resolution (Attachment “B”). The new Paid Parental Leave program would assist with employee retention and recruitment and make the City’s benefits package competitive with similar cities in our region. If approved, the Paid Parental Leave Program would be available to all non-sworn City employees.

**BUDGET IMPACT:**

Approval of the side letter agreement and amended resolution will have nominal impact on the Fiscal Year 2024-2025 Adopted Budget. Funding as included in the budget fully accounts for employee salaries, irrespective of leave benefits.

**CONCLUSION:**

Staff recommends that the City Council approve the MOU Side Letter Agreement with SFPEA and amend the Department Head Salary and Benefits Resolution for the implementation of a Paid Parental Leave Program.

**ATTACHMENTS:**

- A. Contract No. 2145(c) – Proposed SFPEA MOU Side Letter Agreement
- B. Resolution No. 8343 – Proposed Amendment to Department Head Salary and Benefits Resolution

**MEMORANDUM OF UNDERSTANDING  
SIDE LETTER OF AGREEMENT BETWEEN  
CITY OF SAN FERNANDO  
AND  
SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION/  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

This Memorandum of Understanding Side Letter of Agreement ("Agreement") between the City of San Fernando ("City") and the San Fernando Public Employees Association/Service Employees International Union, Local 721 ("SFPEA/SEIU Local 721") (collectively "Parties") is entered into with respect to the following:

**WHEREAS**, the City and SFPEA/SEIU Local 721 negotiated a Memorandum of Understanding ("MOU") for the period of July 1, 2022 through June 30, 2027; and

**WHEREAS**, the parties agree that it is necessary to modify the MOU to include a newly established Paid Parental Leave program for unit employees.

**NOW, THEREFORE**, the parties, having had the opportunity to meet and confer, agree as follows:

**SECTION 1:** That portion of Article 4 – Leave Benefits, of the said MOU between the City and SFPEA/SEIU Local 721, adopted on April 17, 2023, per Contract No. 2145, and amended on August 7, 2023, per Contract No. 2145(a), and amended on January 16, 2024, per Contract No. 2145(b), be further amended by **adding** the following:

**4.08 PAID PARENTAL LEAVE TIME**

The City will implement the Paid Parental Leave Time (PPT) program beginning the payroll including July 1, 2024. This program provides eligible employees who experience a qualifying event up to twelve (12) weeks (480 hours) of 100% paid time off for pregnancy disability and/or to bond with their new child during Federal Family and Medical Leave Act (FMLA) and/or California Family Right Act (CFRA) approved leave. Use of PPT shall be limited to twelve (12) weeks (480 hours) as part of the employee's FMLA/CFRA entitlement during the employee's 12-month FMLA/CFRA anniversary period.

- A. Employee Eligibility:** Eligibility shall be in accordance with the eligibility requirement for the FMLA/CFRA article in the aforementioned MOU.
- B. Qualifying Events:** Paid Parental Time shall be available to eligible employees who have experience one of the following qualifying events:
  - 1. Birth of a child;

2. Disability due to pregnancy;
3. Long-term placement of a child for foster care;
4. Placement of a child for adoption; or
5. Placement of a child for legal guardianship;

- C. **Definitions:** The following definitions are included to clarify family relationship as defined in the Family and Medical Leave Act and the California Family Rights Act:

Parent: means a biological, step-, adoptive, or foster parent, an individual who stands or stood *in loco parentis* to an employee or a legal guardian. This term does not include parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child or, in the case of a parent of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

Child: Means a biological, step-, adopted, or foster child, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

- D. **PPT Usage:** Paid Parental Time may be used at the employee's discretion without regard to any other available paid time off balance. All eligible employees with a qualifying event shall receive twelve (12) weeks (480 hours) of PPT regardless of any other paid time off balances (i.e., sick leave, vacation, compensatory time off, during pregnancy or bonding FML and taken on a continuous or intermittent basis in no less than one (1) hour increments. Employees must conclude PPT within one (1) year of the child's birth or placement. Paid Parental Time will be administered in the same manner as all other paid time off balances. Paid Parental Time does not accrue, carry over, or pay out upon retirement or separation from City Service.
- E. **Compliance and administration of PPT:** It is the intent of the parties that the provisions and administration of this article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability provisions of the California Fair Employment and Housing Act.

**SECTION 2:** Except as amended herein, all other provisions of the said MOU between the City and SFPEA/SEIU Local 721, adopted on April 17, 2023, per Contract No. 2145, and amended on August 7, 2023, per contract No. 2145(a), and amended on January 16, 2024, per Contract No. 2145(b), remain unchanged and in full force and effect.

*Signature Page to Follow*

**FOR CITY OF SAN FERNANDO:**

**FOR SFPEA/SEIU LOCAL 721:**

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|              |      |
|--------------|------|
| Nick Kimball | Date |
| City Manager |      |

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|   |      |
|---|------|
| Ruben Quintana                          | Date |
| Chapter President, SFPEA/SEIU Local 721 |      |

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|  |      |
|--|------|
| Manuel Fabian                                | Date |
| Chapter Vice President, SFPEA/SEIU Local 721 |      |

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|   |      |
|---|------|
| Maria Padilla                           | Date |
| Chapter Treasurer, SFPEA/SEIU Local 721 |      |

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|   |      |
|---|------|
| Maria Calleros                          | Date |
| Chapter Secretary, SFPEA/SEIU Local 721 |      |

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|  |      |
|--|------|
| Richard De La Pena                     | Date |
| Sergeant at Arms, SFPEA/SEIU Local 721 |      |

**RESOLUTION NO. 8343**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, AMENDING RESOLUTION 8289 ESTABLISHING THE SALARY  
AND BENEFITS FOR CERTAIN EMPLOYEES IN CLASSIFICATIONS  
DESIGNATED AS DEPARTMENT HEADS TO ADD PAID PARENTAL LEAVE  
TIME**

**WHEREAS**, under California State Law, the City Council is vested with the authority to designate classifications as being Department Heads; and

**WHEREAS**, the City Council has established and designated the following classifications as Department Heads; (1) City Clerk, (2) Deputy City Manager/Economic Development, (3) Director of Community Development, (4) Director of Finance, (5) Director of Public Works, (6) Director of Recreation and Community Services, (7) Police Chief; and

**WHEREAS**, the classification designated as department heads of the City of San Fernando as critical to the City's efficient and effective operations, the City Council recognizes the management nature and responsibilities of the positions; and

**WHEREAS**, the City Council approved Resolution No. 8289 which outlines salaries and benefits for positions designated as Department Heads ("Department Heads") for the period of January 1, 2024 through June 30, 2028; and

**WHEREAS**, the City Council desires to provide competitive salary and benefits to its employees and modify Resolution No. 8289 to include a newly established Paid Parental Leave program for unit employees.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** That portion of Exhibit "1" of Resolution No. 8289 – Leave Benefits, of the said Resolution, adopted on March 18, 2024, be amended by **adding** the following:

**6.02 PAID PARENTAL LEAVE TIME**

The City will implement the Paid Parental Leave Time (PPT) program beginning the effective July 1, 2024. This program provides eligible employees who experience a qualifying event up to twelve (12) weeks (480 hours) of 100% paid time off for pregnancy disability and/or to bond with their new child during Federal Family and Medical Leave Act (FMLA) and/or California Family Right Act (CFRA) approved leave. Use of PPT shall be limited to twelve (12) weeks (480 hours) as part of the employee's FMLA/CFRA entitlement during the employee's 12-month FMLA/CFRA anniversary period.

- A. Employee Eligibility:** Eligibility shall be in accordance with the eligibility requirement for the FMLA/CFRA article in the aforementioned MOU.
- B. Qualifying Events:** Paid Parental Time shall be available to eligible employees who have experience one of the following qualifying events:
1. Birth of a child;
  2. Disability due to pregnancy;
  3. Long-term placement of a child for foster care;
  4. Placement of a child for adoption; or
  5. Placement of a child for legal guardianship;
- C. Definitions:** The following definitions are included to clarify family relationship as defined in the Family and Medical Leave Act and the California Family Rights Act:
- Parent: means a biological, step-, adoptive, or foster parent, an individual who stands or stood *in loco parentis* to an employee or a legal guardian. This term does not include parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child or, in the case of a parent of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
- Child: Means a biological, step-, adopted, or foster child, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.
- D. PPT Usage:** Paid Parental Time may be used at the employee's discretion without regard to any other available paid time off balance. All eligible employees with a qualifying event shall receive twelve (12) weeks (480 hours) of PPT regardless of any other paid time off balances (i.e., sick leave, vacation, compensatory time off, during pregnancy or bonding FML and taken on a continuous or intermittent basis in no less than one (1) hour increments. Employees must conclude PPT within one (1) year of the child's birth or placement. Paid Parental Time will be administered in the same manner as all other paid time off balances. Paid Parental Time does not accrue, carry over, or pay out upon retirement or separation from City Service.
- E. Compliance and Administration of PPT:** It is the intent of the parties that the provisions and administration of this article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability provisions of the California Fair Employment and Housing Act.

**SECTION 2.** Except as amended herein, all other provisions of the said Resolution No. 8289 between the City and Department Head designated positions, adopted on March 18, 2024, remain unchanged and in full force and effect.

**SECTION 3.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of November 2024.

\_\_\_\_\_  
Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

**ATTEST:**

\_\_\_\_\_  
Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8343 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 18<sup>th</sup> day of November, 2024, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2024.

---

Julia Fritz, City Clerk





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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erica Melton, Director of Administrative Services  
Sergio Ibarra, Human Resources & Risk Manager

**Date:** November 18, 2024

**Subject:** Consideration to Adopt a Resolution Approving the Job Specification for a Water System Operator and Adopt a Resolution Amending the Salary Plan for Fiscal Year 2024-2025

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8349 (Attachment "A") approving the job specification for a Water System Operator (Exhibit "1" to Attachment "A");
- b. Adopt Resolution No. 8352 (Attachment "B") amending the Salary Plan for Fiscal Year 2024-2025; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. On July 1, 2024, the City Council approved the Fiscal Year (FY) 2024-2025 Adopted Budget, which included an enhancement for a Water System Operator position in the Public Works Department.
2. On November 1, 2024, the City provided notice to the San Fernando Public Employees Association (SFPEA) about creating a new classification.
3. On November 13, 2024, the City reached a tentative agreement with SFPEA regarding the new job specification.

**Consideration to Adopt a Resolution Approving the Job Specification for a Water System Operator and Adopt a Resolution Amending the Salary Plan for Fiscal Year 2024-2025**

Page 2 of 3

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**ANALYSIS:**

A job specification outlines the qualifications, skills, experience, and attributes required for a particular job role, serving as a detailed description of the ideal candidate. It helps employers clearly define what is necessary to perform the job effectively, including educational background, technical expertise, soft skills, and physical requirements, if applicable. Job specifications guide hiring decisions, ensure accurate recruitment and assessment of candidates, and serve as a basis for performance evaluations and training needs. This clarity ultimately helps align hiring processes with organizational goals and expectations.

Under the Meyers-Milias-Brown Act ("MMBA") (California Gov't Code §3500 et seq.), a city is required to provide opportunities to meet and confer in good faith with employee representatives and bargaining units about matters affecting work hours, wages, and other terms and conditions of employment, including job specifications for newly established positions.

The City's Water System distributes water to approximately 5,264 service customers through a 66.5 mile network of distribution mains ranging from 4 to 20 inches in size. The addition of the new position will increase water reliability and service to City of San Fernando Water customers.

During the FY 2024-2025 budget process, the Public Works Director conducted a needs assessment for the City's Water Division and determined that a new classification was needed to ensure proper oversight of the City's water system, particularly in light of the new treatment systems recently constructed. Consequently, a Water System Operator position was recommended in the Proposed Budget, which the City Council approved as part of budget adoption.

In accordance with the MMBA, staff met and conferred with SFPEA to discuss the job specification for the new Water System Operator position. If approved by City Council, the Water System Operator will work in the City's Public Works Department in the Water Division Water Production System and assist with the City's day-to-day operations. Under general supervision the classification performs semi-skilled and skilled work in the operation, maintenance and repair of the water production and treatment systems and monitors and makes necessary adjustments to water delivery systems to ensure correct operation using manual or SCADA systems. Additionally the position performs water quality and function testing throughout the distribution system. The recommended salary range for the Water System Operator position is 77G (\$4,982 - \$6,170 per month). The duties of the new position will include, but are not limited to, the following activities:

- a. Monitors and troubleshoots water distribution system operations by using manual, electronic and computer process control systems to meet water demand and to regulate water levels and flows throughout the distribution system;
- b. Reads gauges, meters, charts and graphs, and operates pumps, valves, electric motors and related equipment;

**Consideration to Adopt a Resolution Approving the Job Specification for a Water System Operator and Adopt a Resolution Amending the Salary Plan for Fiscal Year 2024-2025**

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- c. Assesses conditions and situations based on manual check or SCADA (water system software) information and transmission system knowledge;
- d. Makes routine decisions on required adjustments to system operations; drives to sites to assess conditions and either makes adjustments and repairs or calls for assistance;
- e. Coordinates and assists maintenance personnel and other operators in the installation, maintenance and repair of equipment, machinery and systems;
- f. Isolates equipment, structures, conveyance systems and pipelines for maintenance and construction activities;
- g. Conducts visual field inspections of wells, pumps, motors, valves, reservoirs and related distribution system facilities and equipment on a scheduled or emergency basis; assesses operating conditions and need for servicing and/or repair;
- h. Performs preventative maintenance activities; calibrates, services and makes equipment repairs;
- i. Removes and re-installs pumps and motors sent out for repair; notifies Water System Supervisor of serious issues in accordance with established protocols; and
- j. Ensures compliance with all safety regulations and safe work practices.

In order to formalize the job specifications and associated salary, it is necessary to adopt the proposed resolutions (Attachments “A” and “B”).

**BUDGET IMPACT:**

There is no budget impact associated with adopting the proposed job specifications and amended salary resolution. Funding for the Water System Operator position is included in the FY 2024-2025 Adopted Budget through the Water Fund (Fund 070).

**CONCLUSION:**

It is recommended that the City Council adopt a resolution approving the job specification for a Water System Operator; adopt a resolution amending the Salary Plan for Fiscal Year 2024-2025; and authorize the City Manager to make non-substantive corrections and execute all related documents.

**ATTACHMENTS:**

- A. Resolution No. 8349  
Exhibit “1”: Water System Operator Job Specification
- B. Resolution No. 8352

**RESOLUTION NO. 8349**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING RESOLUTION NO. 4144, ADOPTED DECEMBER 12, 1966, BY THE ADDITION OF RESOLUTION NO. 8349, AND CREATING THE WATER SYSTEM OPERATOR JOB CLASSIFICATION**

**THE COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1:** That Resolution No. 4144, adopted on December 12, 1966, and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, covering important and essential duties, job-related and essential qualifications for the following position and classification attached Exhibit "1":

**WATER SYSTEM OPERATOR**

Resolution No. 8349 is hereby adopted and approved as the new official job classification and definitions, prescribing important and essential duties, job-related and essential qualifications for the position and classification set forth above. Copies of Resolution No. 8349 are now on file in the office of the City Clerk. Said Resolution No. 8349 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

**SECTION 2:** The City Clerk shall certify to the adoption of this resolution and shall cause this Resolution and certification to be filed in the Office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of November 2024.

---

Celeste T. Rodriguez, Mayor of the  
City of San Fernando, California

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8349, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 18<sup>th</sup> day of November 2024, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of November, 2024.

---

Julia Fritz, City Clerk

## JOB SPECIFICATION

### CLASS TITLE

WATER SYSTEM OPERATOR

### ADOPTION

RESOLUTION NO.  
8349

EFFECTIVE DATE  
11/18/2024

FLSA DESIGNATION  
NON-EXEMPT

### GENERAL PURPOSE

Under general supervision, performs semi-skilled and skilled work in the operation, maintenance and repair of the domestic water production and treatment systems; monitors and makes necessary adjustments to water delivery systems to ensure correct operation using manual or SCADA systems; performs water quality, alarm and function testing throughout the distribution system; and performs related duties as assigned.

### DISTINGUISHING CHARACTERISTICS

A Water System Operator performs the full range of skilled journey-level water production and treatment system operations and maintenance tasks. Incumbents perform assigned duties with a significant degree of independence within parameters established by the level of the California State Water Resources Control Board certifications, referring more complex issues and problems to the supervisor or higher-level operator in charge for resolution and decision making.

This position reports directly to the Water Supervisor. Water System Operator is distinguished from Senior Water System Operator in that an incumbent in the latter class has a higher level of certification, works with greater independence and may lead a small crew on an assigned project.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Monitors and troubleshoots water production/distribution system operations by using manual, electronic and computer process control systems to meet water demand and to regulate water levels and flows throughout the distribution system; reads gauges, meters, charts and graphs, and operates pumps, valves, electric motors and related equipment.
2. Acknowledges and responds to system alarms of lower levels of significance or notifies the Senior Water System Operator or Water Supervisor; assesses conditions and situations based on manual check or SCADA information and transmission system knowledge; makes routine decisions on required adjustments to system operations; drives to sites to assess conditions and either makes adjustments and repairs or calls for assistance.
3. Conducts visual field inspections of wells, pumps, motors, valves, reservoirs and related distribution system facilities and equipment on a scheduled or emergency basis; assesses operating conditions and need for servicing and/or repair; performs preventative maintenance activities; calibrates, services and



## ESSENTIAL DUTIES AND RESPONSIBILITIES

- makes equipment repairs; removes and re-installs pumps and motors sent out for repair; notifies Water Supervisor of serious issues in accordance with established protocols.
4. Assists with the inspection, diagnoses and maintenance of a variety of equipment and machinery at well site, including pumps, chemical mixers and gate valves; pumps out and maintains vaults and sump pumps; tests for leakage at reservoirs, wells, tanks and customer locations.
  5. Operates, maintains and repairs water disinfection facilities and chemical feed equipment including chlorine generators and feed systems; monitors chemical usage; responds to chemical alarms and checks feed systems for leaks; may mix chemicals as necessary and according to established protocols and procedures.
  6. As certified, collects water samples for compliance monitoring and quality control; performs basic analysis of samples using laboratory test equipment and records or sends to the laboratory for testing; interprets test results and field data; manually adjusts chemical feed rates in proportion to the amount of water pumped; calculates the proper dosage of chemicals and other water quality-related substances to ensure water meets stringent standards.
  7. Maintains records, including operating and maintenance logs, flow data, and water supply and demand reports, databases and spreadsheets; prepares work orders and regular activity reports.
  8. Plans work from blueprints, drawings, sketches or instructions; maintains records, plans and inspection documents.
  9. Cleans tanks and other water facilities; maintains buildings and grounds; removes weeds, debris and trash from assigned areas; performs skilled craft work including plumbing, carpentry and basic electrical work.
  10. Requisitions necessary tools, equipment and supplies.
  11. Coordinates and assists maintenance personnel and other operators in the installation, maintenance and repair of equipment, machinery and systems; isolates equipment, structures, conveyance systems and pipelines for maintenance and construction activities.
  12. Complies with all safety regulations and safe work practices, including the use of personal protective equipment; may work in confined spaces as part of a crew.
  13. May assist in backflow testing and cross connection inspections as trained and certified.

## MINIMUM QUALIFICATIONS

### KNOWLEDGE OF:

1. Practices, methods and techniques for operating distribution system pumps, valves, electric motors and engines.
2. Principles, practices and techniques of potable water treatment and distribution systems applicable to

**MINIMUM QUALIFICATIONS**

the City system.

3. Methods and practices in the installation, maintenance and repair of water distribution systems, pipelines and machinery and equipment of similar complexity.
4. Methods, practices and techniques utilized in chemical, bacteriological and biological analyses.
5. Uses of SCADA control systems and instrumentation, manual control systems and computer applications related to the work.
6. Safe Drinking Water Act, AWWA and relevant state and federal regulations.
7. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
8. Safety policies, procedures and safe work practices applicable to assignment, including OSHA regulations.
9. Traffic control practices and requirements.
10. Records management, recordkeeping, filing and basic purchasing practices and procedures.
11. Uses and operations of computers, standard business software and specialized database and spread-sheet applications.

**ABILITY TO:**

1. Operate a wide variety of treatment, disinfection and filtration system equipment, including digital control equipment; troubleshoot and resolve system and equipment malfunctions and failures.
2. Install, adjust and repair pumps and chemical feed systems.
3. Read and assess the status of control system meters, gauges and other components; diagnose conditions and problems.
4. Make mathematical calculations quickly and accurately.
5. Service and repair water distribution system facilities and equipment.
6. Safely operate and maintain the tools and equipment common to water utility operations and maintenance.
7. Understand, interpret and apply detailed work procedures and standards applicable to repair, maintenance and installation of water and distribution system mains, service lines, valves, meters and other devices and facilities.

## MINIMUM QUALIFICATIONS

8. Read and interpret plans, maps, layouts, piping sketches and facility record drawings.
9. Use independent judgment and exercise initiative in daily work activities.
10. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
11. Reach sound decisions in accordance with City policies and procedures.
12. Keep basic written records of work performed
13. Communicate effectively, both orally and in writing.
14. Understand and follow written and oral instructions.
15. Establish and maintain effective working relationships with all those encountered in the course of work.

## EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent with additional college-level coursework in chemistry, biology and water treatment technology, and two years of progressively responsible experience in potable water system operation, maintenance and construction; or an equivalent combination of training and experience. Experience in a public agency is preferred.

## LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program.

California State Water Resources Control Board Water Distribution System Operator Grade D1 certification is required. Grade D2 certification is required within 12 months of appointment.

California State Water Resources Control Board Water Treatment Operator Grade T1 is required. Grade T2 certification is required to advance to higher levels in the class series.

Annual certification for CPR, First Aid, Confined-Space Entry, per OSHA requirements, are required for some assignments.

**JOB SPECIFICATION**

**PHYSICAL AND MENTAL DEMANDS**

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**PHYSICAL DEMANDS**

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 50 pounds, and occasionally lift and/or move up to 100 pounds.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

Employees in this class may be periodically required to wear Self-Contained Breathing Apparatus (SCBA). In accordance with OSHA regulations, employees are prohibited from having facial or head hair that impairs the effectiveness of respirator equipment. Reasonable accommodations may be made to enable individuals with disabilities to perform essential duties of the class as they relate to this requirement.

**MENTAL DEMANDS**

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses shop math; learns and applies new information and skills; responds to emergency situations; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

**WORK ENVIRONMENT**

The employee works in a shop and field environment where the noise level is usually moderate. The employee works in outdoor weather conditions; extreme heat or cold; wet or humid conditions; in confined spaces; on ladders/scaffolding or in high, precarious places; on uneven or slippery surfaces; near moving mechanical parts and equipment and near heavy traffic. The employee is exposed to fumes or airborne particles, toxic or caustic chemicals, and biological hazards. The employee is occasionally exposed to loud or prolonged noise and equipment with heavy vibrations. The employee may be at risk of electrical shock.

The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.

**RESOLUTION NO. 8352****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, AMENDING PORTIONS OF RESOLUTION NO. 8316,  
ADOPTED JULY 1, 2024, AMENDING THE SALARY PLAN TO INCLUDE A  
WATER SYSTEM OPERATOR POSITION**

**THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND,  
DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1:** That that portion of Sub-section A of Section 2 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by adding the following on page 10, effective the first day of the first full pay period that includes July 1, 2024:

| <b>CLASSIFICATION</b>      | <b>SALARY<br/>RANGES<br/>NUMBER/<br/>SCHEDULE</b> | <b>STEP<br/>A</b> | <b>STEP<br/>B</b> | <b>STEP<br/>C</b> | <b>STEP<br/>D</b> | <b>STEP<br/>E</b> |
|----------------------------|---|-------------------|-------------------|-------------------|-------------------|-------------------|
| Water Operations<br>Worker | 77G   | 4982              | 5257              | 5545              | 5850              | 6170              |

**SECTION 2:** The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
Celeste T. Rodriguez, Mayor of the  
City of San Fernando, California

**ATTEST:**

\_\_\_\_\_  
Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8352, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 18<sup>th</sup> day of November 2024, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of November, 2024.

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Julia Fritz, City Clerk



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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Wendell Johnson, Director of Public Works

**Date:** November 18, 2024

**Subject:** Consideration to Award a Construction Contract to R.C. Becker, Inc. for the Bus Shelter Construction Project, Job No. 7609

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Accept the lowest responsive bid in the amount of \$382,541.73 from R.C. Becker, Inc., for construction of bus shelters (Attachment "A" - Bid Analysis);
- b. Approve a Construction Contract with R.C. Becker, Inc. (Attachment "B" – Contract No. 2316) in an amount not-to-exceed \$382,541.73, for the Bus Shelter Construction Project, Job No. 7609;
- c. Approve a project contingency in an amount not-to-exceed 10% of the contract amount, or \$38,255, to cover costs of unforeseen conditions; and
- d. Authorize the City Manager, or designee, to make non-substantive changes and execute the Construction Contract and all related documents.

### **BACKGROUND:**

1. On June 21, 2021, City Council appropriated funding in the amount of \$313,520 for the bus shelter project in the Fiscal Year (FY) 2021-2022 Adopted Budget.
2. In July 2024, a Notice Inviting Bids for the project was advertised on the City's website, local newspaper, and various trade publications.
3. On September 11, 2024, three (3) bids (FS Contractors, R.C. Becker, CT&T Concrete Paving) were received and publicly opened by the City Clerk; FS Contractors submitted the lowest bid.

**Consideration to Award a Construction Contract to R.C. Becker, Inc. for the Bus Shelter Construction Project, Job No. 7609**

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4. On September 12, 2024, staff submitted all three (3) bids to Los Angeles County Metropolitan Transportation Authority (Metro) for their required review to confirm that each firm's bid met the "Good Faith Effort" (GFE) to hire disadvantaged business enterprises as contractors and subcontractors for the project; if GFE is not met the bid is disqualified.
5. On October 1, 2024, Metro determined that FS Contractors did not meet the GFE requirement and was deemed to be non-compliant.
6. On October 17, 2024, Metro determined that R.C. Becker, the second lowest bidder, did satisfy the GFE requirement and could be awarded the contract for the Bus Shelter Construction Project.

**ANALYSIS:**

Bus shelters provide numerous benefits within a city. They offer protection from the elements, making waiting for a bus more comfortable and encouraging greater use of public transit. Shelters can improve safety by providing a designated waiting area, reducing exposure to traffic and potential accidents. Additionally, they serve as a space for information, displaying schedules and route maps, which helps riders plan their journeys more effectively. Aesthetically, well-designed bus shelters can contribute to the urban landscape, fostering a sense of community and improving the city's appeal. Overall, bus shelters play a crucial role in promoting sustainable transportation options and enhancing the quality of urban life.

The Bus Shelter Construction Project is a federally funded project. It was selected for funding through the Federal Transit Administration (FTA) Section 5309 - Capital Investment Grants Program. The FTA Section 5309 - Capital Investment Grants Program is a discretionary competitive grant program that provides funding for transit capital investments including heavy rail, commuter rail, light rail, streetcars, bus rapid transit, and bus stop improvements. This project will upgrade existing trolley stops by constructing bus shelters with benches and other modifications to improve the quality and comfort of riders. The trolley stop modifications will include the replacement of deteriorated concrete sidewalks, drive approaches, wheelchair ramps, and asphalt pavement sections; adjustment to grade of pull boxes; removal and relocation of bus benches; root pruning; and miscellaneous appurtenant work.

The bid solicitation for this project was broken down into four (4) parts; a Base Bid which includes improvements to five (5) trolley stop locations and three (3) additive alternatives which include improvements to one (1) trolley stop location each. The determination of the lowest bidder is based on the total Base Bid.

The trolley stops that form the Base Bid are as follows:

## Consideration to Award a Construction Contract to R.C. Becker, Inc. for the Bus Shelter Construction Project, Job No. 7609

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- Location No. 1 - Maclay Ave. and Eighth St.
- Location No. 2 - Harding Ave. and Seventh St.
- Location No. 3 - Harding Ave. between Glenoaks Blvd. and Seventh St.
- Location No. 5 - Brand Blvd. and Third St.
- Location No. 7 - San Fernando Mission Blvd. and Hollister St.

The trolley stops that form the additive alternatives are as follows:

- Bid Schedule "A": Location No. 4 Maclay Ave. and De Haven St.
- Bid Schedule "B": Location No. 6 Brand Blvd. and Hollister St.
- Bid Schedule "C": Location No. 8 Kalisher St. and Hollister St.

The additive alternative bid schedule items involve similar work to the Base Bid and add bus shelters with benches to locations that currently only have bus benches.

### Construction Management.

The City will be utilizing the current On-Call Professional Engineering Services Agreement with Willdan Engineering for construction management, inspection, and labor compliance services for the project.

### Bid Analysis.

Based on the analysis conducted by both City staff and Metro, it was determined that R.C. Becker, Inc., was the lowest bidder that met all the federal requirements for the bid submittal (Exhibit "B" to Attachment "B"). In order to maximize the number of trolley stops that receive improvements, staff recommends the City award the base bid and three (3) additive alternatives for a total construction cost of \$382,541.73. The table below summarizes the bids received:

| <b>BID RESULTS</b>                                 |                 |                          |                          |                          |              |
|--|-----------------|--------------------------|--------------------------|--------------------------|--------------|
| <b>BIDDER</b>                                      | <b>BASE BID</b> | <b>ADD. ALT.<br/>"A"</b> | <b>ADD. ALT.<br/>"B"</b> | <b>ADD. ALT.<br/>"C"</b> | <b>TOTAL</b> |
| FS Contractors, Inc.<br>(Sylmar, CA)               | \$203,580.00    | \$24,650.00              | \$24,650.00              | \$48,898.00              | \$301,778.00 |
| R.C. Becker, Inc.<br>(Santa Clarita, CA)           | \$266,385.19    | \$31,031.91              | \$31,031.91              | \$54,092.72              | \$382,541.73 |
| CT&T Concrete<br>Paving, Inc.<br>(Diamond Bar, CA) | \$366,359.70    | \$86,730.80              | \$100,827.35             | \$145,457.38             | \$699,275.23 |

R.C. Becker, Inc. is a general engineering company based locally in Santa Clarita that focuses on street and site improvement projects of all sizes for public works. Since 1959, R.C. Becker, Inc. has played a major role in the development of hundreds of projects in California.

## Consideration to Award a Construction Contract to R.C. Becker, Inc. for the Bus Shelter Construction Project, Job No. 7609

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### Project Schedule.

The project will have a procurement period of 60 calendar days for bus shelters and benches manufacturing and delivery. Construction is expected to begin in February 2025, and be completed in 30 working days by March 2025.

### **BUDGET IMPACT:**

Bid results were higher than anticipated for the project due to the scope of work within the project associated with sidewalk reconstruction and the significant rise in construction material and labor costs over the last couple of years. The total cost to complete the work associated with the base bid and three (3) additive alternatives is \$459,520. The total funding currently available for the project, which is allocated within the Fiscal Year (FY) 2024-2025 Adopted Budget, is \$313,520; leaving a funding gap of \$146,000. The \$313,520 in funding is currently appropriated within Capital Grants Fund (\$250,816) and Prop C Fund (\$62,704).

To cover the \$146,000 funding gap needed to complete both the base bid and all three (3) additive alternates, staff recommends utilizing \$114,939 of the ARPA Funding designated for Sidewalk Repairs. While this funding was originally earmarked as contingency for unforeseen condition or change orders with Precision Concrete Cutting. Staff instead recommend redirecting to the contingency funds to the Bus Shelter project to ensure fully expended by the ARPA deadline. The remaining balance of \$31,061 is recommended from Measure M. The following is a breakdown of funding sources and uses:

| <b>SOURCES</b>             |                       |                           |
|----------------------------|-----------------------|---------------------------|
| <b>Fund</b>                | <b>Account Number</b> | <b>Current Allocation</b> |
| FTA 5309 Grant             | 010-3686-0175         | \$ 250,816                |
| Proposition C (City Match) | 008-3210-0000         | \$ 62,704                 |
| ARPA                       | 121-3668-3689         | \$ 114,939                |
| Measure M                  | 024-3210-0000         | \$ 31,061                 |
| <b>Total Sources:</b>      |                       | <b>\$ 459,520</b>         |

| <b>USES</b>   |                       |                   |
|---|-----------------------|-------------------|
| <b>Activity</b>                                     | <b>Account Number</b> | <b>Cost</b>       |
| Construction  | 010-311-0175-4600     | \$ 382,541        |
|   | 008-313-0000-4600     |                   |
|   | 121-311-0866-4600     |                   |
| Construction Contingency (10%)                      | 121-311-0866-4600     | \$ 38,254         |
| Construction Management/Inspection/Labor Compliance | 121-311-0866-4600     | \$ 38,725         |
|   | 024-313-0175-4600     |                   |
| <b>Total Uses:</b>                                  |                       | <b>\$ 459,520</b> |

**Consideration to Award a Construction Contract to R.C. Becker, Inc. for the Bus Shelter Construction Project, Job No. 7609**

Page 5 of 5

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**CONCLUSION:**

It is recommended that the City Council accept the lowest responsive bid in the amount of \$382,541.73 from R.C. Becker, Inc., for construction of bus shelters; approve a Construction Contract with R.C. Becker, Inc.; approve a project contingency in an amount not-to-exceed 10% of the contract amount, or \$38,255, to cover costs of unforeseen conditions; and authorize the City Manager, or designee, to execute the Construction Contract and all related documents.

**ATTACHMENTS:**

- A. Bid Analysis
- B. Contract No. 2316, including:
  - Exhibit "A": Notice Inviting Bids [\(provided digitally through weblink\)](#)
  - Exhibit "B": Contractor's Proposal

Bid Analysis

Bus Shelter Construction Project

Bid Opening: September 11, 2024 at 10:00 AM

|   |  |      |       | 1                   |               | 2                    |                           | 3                 |               |                            |                            |              |              |
|---|--|------|-------|---------------------|---------------|----------------------|---------------------------|-------------------|---------------|----------------------------|----------------------------|--------------|--------------|
|   |  |      |       | Engineer's Estimate |               | FS Contractors, Inc. |                           | R.C. Becker, Inc. |               | CT&T Concrete Paving, Inc. |                            | Median       | Average      |
| Item No.  | Description  | Unit | Qty   | Unit Price          | Item Total    | Unit Price           | Item Total                | Unit Price        | Item Total    | Unit Price                 | Item Total                 | Item Total   | Item Total   |
| 1   | Remove and Replace 4 in. PCC Sidewalk                  | SF   | 2,240 | \$ 15.00            | \$ 33,600.00  | \$ 17.00             | \$ 38,080.00              | \$ 16.26          | \$ 36,422.40  | \$ 33.20                   | \$ 74,368.00               | \$ 38,080.00 | \$ 49,623.47 |
| 2   | Remove and Replace 6 in. PCC Drive Approach            | SF   | 750   | \$ 20.00            | \$ 15,000.00  | \$ 20.00             | \$ 15,000.00              | \$ 19.85          | \$ 14,887.50  | \$ 64.82                   | \$ 48,615.00               | \$ 15,000.00 | \$ 26,167.50 |
| 3   | Construct AC Slot Trench                               | SF   | 120   | \$ 15.00            | \$ 1,800.00   | \$ 15.00             | \$ 1,800.00               | \$ 54.29          | \$ 6,514.80   | \$ 95.56                   | \$ 11,467.20               | \$ 6,514.80  | \$ 6,594.00  |
| 4   | Install 4 in. Dia. Bollard                             | EA   | 3     | \$ 300.00           | \$ 900.00     | \$ 600.00            | \$ 1,800.00               | \$ 3,052.06       | \$ 9,156.18   | \$ 1,815.88                | \$ 5,447.64                | \$ 5,447.64  | \$ 5,467.94  |
| 5   | Construct PCC Wheelchair Ramp with Truncated Dome      | EA   | 2     | \$ 8,000.00         | \$ 16,000.00  | \$ 8,000.00          | \$ 16,000.00              | \$ 8,894.71       | \$ 17,789.42  | \$ 23,127.00               | \$ 46,254.00               | \$ 17,789.42 | \$ 26,681.14 |
| 6   | Construct Tree Well in New Sidewalk                    | EA   | 1     | \$ 100.00           | \$ 100.00     | \$ 400.00            | \$ 400.00                 | \$ 480.03         | \$ 480.03     | \$ 1,383.20                | \$ 1,383.20                | \$ 480.03    | \$ 754.41    |
| 7   | Relocate Bus Bench, Other Location                     | EA   | 4     | \$ 200.00           | \$ 800.00     | \$ 400.00            | \$ 1,600.00               | \$ 471.17         | \$ 1,884.68   | \$ 925.60                  | \$ 3,702.40                | \$ 1,884.68  | \$ 2,395.69  |
| 8   | Adjust Water Meter Box or Pull Box to Grade            | EA   | 10    | \$ 300.00           | \$ 3,000.00   | \$ 500.00            | \$ 5,000.00               | \$ 655.47         | \$ 6,554.70   | \$ 540.80                  | \$ 5,408.00                | \$ 5,408.00  | \$ 5,654.23  |
| 9   | Root Prune Tree  | EA   | 2     | \$ 100.00           | \$ 200.00     | \$ 750.00            | \$ 1,500.00               | \$ 1,047.34       | \$ 2,094.68   | \$ 2,417.03                | \$ 4,834.06                | \$ 2,094.68  | \$ 2,809.58  |
| 10  | Root Prune Palm and Adjust Metal Tree Well Cover       | EA   | 1     | \$ 200.00           | \$ 200.00     | \$ 1,000.00          | \$ 1,000.00               | \$ 1,989.68       | \$ 1,989.68   | \$ 4,830.80                | \$ 4,830.80                | \$ 1,989.68  | \$ 2,606.83  |
| 11  | Provide and Install Bus Shelter, 8 ft. and Bus Bench   | EA   | 4     | \$ 18,000.00        | \$ 72,000.00  | \$ 22,000.00         | \$ 88,000.00              | \$ 25,910.00      | \$ 103,640.00 | \$ 17,017.00               | \$ 68,068.00               | \$ 88,000.00 | \$ 86,569.33 |
| 12  | Provide and Install Bus Shelter, 12 ft., and Bench     | EA   | 1     | \$ 20,000.00        | \$ 20,000.00  | \$ 23,000.00         | \$ 23,000.00              | \$ 26,711.50      | \$ 26,711.50  | \$ 69,498.00               | \$ 69,498.00               | \$ 26,711.50 | \$ 39,736.50 |
| 13  | Restablish Survey Monument                             | EA   | 4     | \$ 500.00           | \$ 2,000.00   | \$ 1,350.00          | \$ 5,400.00               | \$ 3,500.00       | \$ 14,000.00  | \$ 1,716.00                | \$ 6,864.00                | \$ 6,864.00  | \$ 8,754.67  |
| 14  | Provide Traffic Control                                | LS   | 1     | \$ 6,250.00         | \$ 6,250.00   | \$ 4,000.00          | \$ 4,000.00               | \$ 20,280.26      | \$ 20,280.26  | \$ 11,726.00               | \$ 11,726.00               | \$ 11,726.00 | \$ 12,002.09 |
| 15  | Provide NPDES/Best Mgt. Practices                      | LS   | 1     | \$ 3,750.00         | \$ 3,750.00   | \$ 1,000.00          | \$ 1,000.00               | \$ 3,979.36       | \$ 3,979.36   | \$ 3,793.40                | \$ 3,793.40                | \$ 3,793.40  | \$ 2,924.25  |
| TOTAL BASE BID  |  |      |       |                     | \$ 175,600.00 |                      | \$ 203,580.00             |                   | \$ 266,385.19 |                            | \$ 366,259.70              |              |              |
| 16  | Relocate Bus Bench, Same Location                      | EA   | 1     | \$ 100.00           | \$ 100.00     | \$ 350.00            | \$ 350.00                 | \$ 471.17         | \$ 471.17     | \$ 1,773.20                | \$ 1,773.20                | \$ 471.17    | \$ 864.79    |
| 17  | Provide and Install Bus Shelter, 12 ft., and Bus Bench | EA   | 1     | \$ 20,000.00        | \$ 20,000.00  | \$ 23,000.00         | \$ 23,000.00              | \$ 26,641.50      | \$ 26,641.50  | \$ 69,498.00               | \$ 69,498.00               | \$ 26,641.50 | \$ 39,713.17 |
| 18  | Provide Traffic Control                                | LS   | 1     | \$ 1,250.00         | \$ 1,250.00   | \$ 1,000.00          | \$ 1,000.00               | \$ 2,906.90       | \$ 2,906.90   | \$ 10,972.00               | \$ 10,972.00               | \$ 2,906.90  | \$ 4,959.63  |
| 19  | Provide NPDES/Best Mgt. Practices                      | LS   | 1     | \$ 750.00           | \$ 750.00     | \$ 300.00            | \$ 300.00                 | \$ 1,012.34       | \$ 1,012.34   | \$ 4,487.60                | \$ 4,487.60                | \$ 1,012.34  | \$ 1,933.31  |
| BID SCHEDULE "A" - TOTAL ADDITIVE ALTERNATIVE   |  |      |       |                     | \$ 22,100.00  |                      | \$ 24,650.00              |                   | \$ 31,031.91  |                            | \$ 86,730.80               |              |              |
| 20  | Relocate Bus Bench, Same Location                      | EA   | 1     | \$ 100.00           | \$ 100.00     | \$ 350.00            | \$ 350.00                 | \$ 471.17         | \$ 471.17     | \$ 2,542.80                | \$ 2,542.80                | \$ 471.17    | \$ 1,121.32  |
| 21  | Provide and Install Bus Shelter, 12 ft., and Bus Bench | EA   | 1     | \$ 20,000.00        | \$ 20,000.00  | \$ 23,000.00         | \$ 23,000.00              | \$ 26,641.50      | \$ 26,641.50  | \$ 69,498.00               | \$ 69,498.00               | \$ 26,641.50 | \$ 39,713.17 |
| 22  | Provide Traffic Control                                | LS   | 1     | \$ 1,250.00         | \$ 1,250.00   | \$ 1,000.00          | \$ 1,000.00               | \$ 2,906.90       | \$ 2,906.90   | \$ 24,726.00               | \$ 24,726.00               | \$ 2,906.90  | \$ 9,544.30  |
| 23  | Provide NPDES/Best Mgt. Practices                      | LS   | 1     | \$ 750.00           | \$ 750.00     | \$ 300.00            | \$ 300.00                 | \$ 1,012.34       | \$ 1,012.34   | \$ 4,060.55                | \$ 4,060.55                | \$ 1,012.34  | \$ 1,790.96  |
| BID SCHEDULE "B" - TOTAL ADDITIVE ALTERNATIVE   |  |      |       |                     | \$ 22,100.00  |                      | \$ 24,650.00              |                   | \$ 31,031.91  |                            | \$ 100,827.35              |              |              |
| 24  | Remove and Replace 4 in. PCC Sidewalk                  | SF   | 761   | \$ 15.00            | \$ 11,415.00  | \$ 18.00             | \$ 13,698.00 <sup>①</sup> | \$ 16.26          | \$ 12,373.86  | \$ 29.88                   | \$ 22,738.68 <sup>③</sup>  | \$ 13,698.00 | \$ 16,270.18 |
| 25  | Construct PCC Wheelchair Ramp with Truncated Dome      | EA   | 1     | \$ 8,000.00         | \$ 8,000.00   | \$ 8,500.00          | \$ 8,500.00               | \$ 8,894.70       | \$ 8,894.70   | \$ 25,304.50               | \$ 25,304.50               | \$ 8,894.70  | \$ 14,233.07 |
| 26  | Construct Tree Well in New Sidewalk                    | EA   | 1     | \$ 100.00           | \$ 100.00     | \$ 300.00            | \$ 300.00                 | \$ 480.03         | \$ 480.03     | \$ 1,019.20                | \$ 1,019.20                | \$ 480.03    | \$ 599.74    |
| 27  | Relocate Bus Bench, Other Location                     | EA   | 1     | \$ 200.00           | \$ 200.00     | \$ 300.00            | \$ 300.00                 | \$ 471.17         | \$ 471.17     | \$ 2,542.80                | \$ 2,542.80                | \$ 471.17    | \$ 1,104.66  |
| 28  | Remove Shrub   | EA   | 1     | \$ 100.00           | \$ 100.00     | \$ 100.00            | \$ 100.00                 | \$ 2,078.72       | \$ 2,078.72   | \$ 1,597.70                | \$ 1,597.70                | \$ 1,597.70  | \$ 1,258.81  |
| 29  | Provide and Install Bus Shelter, 8 ft. and Bus Bench   | EA   | 1     | \$ 18,000.00        | \$ 18,000.00  | \$ 23,000.00         | \$ 23,000.00              | \$ 25,875.00      | \$ 25,875.00  | \$ 68,068.00               | \$ 68,068.00               | \$ 25,875.00 | \$ 38,981.00 |
| 30  | Provide Traffic Control                                | LS   | 1     | \$ 1,250.00         | \$ 1,250.00   | \$ 2,500.00          | \$ 2,500.00               | \$ 2,906.90       | \$ 2,906.90   | \$ 13,988.00               | \$ 13,988.00               | \$ 2,906.90  | \$ 6,464.97  |
| 31  | Provide NPDES/Best Mgt. Practices                      | LS   | 1     | \$ 750.00           | \$ 750.00     | \$ 500.00            | \$ 500.00                 | \$ 1,012.34       | \$ 1,012.34   | \$ 10,198.50               | \$ 10,198.50               | \$ 1,012.34  | \$ 3,903.61  |
| BID SCHEDULE "C" - TOTAL ADDITIVE ALTERNATIVE   |  |      |       |                     | \$ 39,815.00  |                      | \$ 48,898.00 <sup>②</sup> |                   | \$ 54,092.72  |                            | \$ 145,457.38 <sup>④</sup> |              |              |
| TOTAL BASE BID + BID SCHEDULE "A" ADDITIVE ALT. + BID SCHEDULE "B" ADDITIVE ALT. + BID SCHEDULE "C" ADDITIVE ALT. |  |      |       |                     | \$ 259,615.00 |                      | \$ 301,778.00             |                   | \$ 382,541.73 |                            | \$ 699,275.23              |              |              |

Notes:

1. Item total calculated incorrectly (\$40,320.00), corrected item total shown is: \$13,698.00.

2. Bid schedule "C" total calculated incorrectly (\$75,520.00), corrected bid schedule "C" total shown is: \$48,898.00.

3. Item total calculated incorrectly (\$66,931.20), corrected item total shown is: \$22,738.68.

4. Bid schedule "C" total calculated incorrectly (\$189,649.90), corrected bid schedule "C" total shown is: \$145,457.38.



## CONSTRUCTION CONTRACT/AGREEMENT

**R.C. Becker, Inc.**

Bus Shelter Construction Project (Eight Locations Citywide), Job No. 7609

THIS AGREEMENT, is made and entered into this 18<sup>th</sup> day of November, 2024, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and R.C. BECKER, INC. as "CONTRACTOR."

### WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **Bus Shelter Construction Project (Eight Locations Citywide), Job No. 7609**, Notice Inviting Bids, Instructions to Bidders are incorporated and attached as Exhibit "A"; Contractor's Proposal, Contract/Agreement, General Provisions, Technical Provisions, and all modifications and amendments thereto are incorporated and attached as Exhibit "B".

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Bus Shelter Construction Project (Eight Locations Citywide), Job No. 7609** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated 9/11/2024.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of **THREE HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED FORTY ONE DOLLARS AND SEVENTY THREE CENTS (\$382,541.73)**.

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **THIRTY (30)** working days from the date the Notice to Proceed is issued.

**CONSTRUCTION CONTRACT/AGREEMENT**

CONTRACT NO. 2316

**Bus Shelter Construction Project, Job No. 7609**Page 2 of 4

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5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement.

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

9. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.



**CONSTRUCTION CONTRACT/AGREEMENT**

CONTRACT NO. 2316

**Bus Shelter Construction Project, Job No. 7609**

Page 3 of 4

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10. CONTRACTOR, by executing this Agreement hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

11. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

*Signature page to follow*

**CONSTRUCTION CONTRACT/AGREEMENT**

**Bus Shelter Construction Project, Job No. 7609**

Page 4 of 4

CONTRACT NO. 2316

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

**CITY OF SAN FERNANDO:**

By: \_\_\_\_\_

Nick Kimball, City Manager

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Julia Fritz, City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Richard Padilla, City Attorney

Date: \_\_\_\_\_

**R.C. BECKER, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



28355 Kelly Johnson Parkway  
Santa Clarita, CA 91355

RECEIVED

2024 SEP 11 A 9:30

CITY OF SAN FERNANDO  
CITY CLERK

City Project No. 7609  
Project Title: Bus Shelter Construction Project  
(Eight Locations Citywide)  
Bid Opening September 11, 2024 @ 10AM

CITY OF SAN FERNANDO  
OFFICE OF THE CITY CLERK  
SAN FERNANDO CITY HALL  
117 Macneil Street  
San Fernando, CA 91340

**CONTRACTOR'S PROPOSAL**

CITY OF SAN FERNANDO  
117 MACNEIL STREET  
SAN FERNANDO, CALIFORNIA 91340

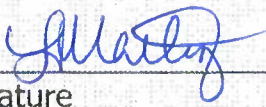
HONORABLE MAYOR AND  
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

**BUS SHELTER IMPROVEMENT PROJECT**  
**(Eight Locations Citywide)**  
**PROJECT NO. 7609**

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **thirty (30)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

9/11/24  
Dated

R.C. Becker Inc.  
Bidder  
  
Signature  
Lorraine Martinez  
Name (Print/Type)  
Secretary  
Title



**BID SCHEDULE**  
**BUS SHELTER CONSTRUCTION PROJEC**  
**(Eight Locations Citywide)**  
**PROJECT NO. 7609**

**BASE BID (Locations No's. 1, 2, 3, 5 and 7)**

| ITEM NO.               | DESCRIPTION   | UNIT | ESTIMATED QUANTITY | UNIT PRICE   | ITEM TOTAL           |
|------------------------|---|------|--------------------|--------------|----------------------|
| 1                      | Remove and Replace 4 in. PCC Sidewalk.                | SF   | 2,240              | \$ 16.26     | \$ 36,422.40         |
| 2                      | Remove and Replace 6 in. PCC Drive Approach.          | SF   | 750                | \$ 19.85     | \$ 14,887.50         |
| 3                      | Construct AC Slot Trench.                             | SF   | 120                | \$ 54.29     | \$ 6,514.80          |
| 4                      | Install 4 in. Dia. Bollard.                           | EA   | 3                  | \$ 3,052.06  | \$ 9,156.18          |
| 5                      | Construct PCC Wheelchair Ramp with Truncated Dome.    | EA   | 2                  | \$ 8,894.71  | \$ 17,789.42         |
| 6                      | Construct Tree Well in New Sidewalk.                  | EA   | 1                  | \$ 480.03    | \$ 480.03            |
| 7                      | Relocate Bus Bench, Other Location.                   | EA   | 4                  | \$ 471.17    | \$ 1,884.68          |
| 8                      | Adjust Water Meter Box or Pull Box to Grade.          | EA   | 10                 | \$ 655.47    | \$ 6,554.70          |
| 9                      | Root Prune Tree.                                      | EA   | 2                  | \$ 1,047.34  | \$ 2,094.68          |
| 10                     | Root Prune Palm and Adjust Metal Tree Well Cover.     | EA   | 1                  | \$ 1,989.68  | \$ 1,989.68          |
| 11                     | Provide and Install Bus Shelter, 8 ft. and Bus Bench. | EA   | 4                  | \$ 25,910.00 | \$ 103,640.00        |
| 12                     | Provide and Install Bus Shelter, 12 ft., and Bench.   | EA   | 1                  | \$ 26,711.50 | \$ 26,711.50         |
| 13                     | Re-Establish Survey Monument                          | EA   | 4                  | \$ 3,500.00  | \$ 14,000.00         |
| 14                     | Provide Traffic Control.                              | LS   | 1                  | \$ 20,280.26 | \$ 20,280.26         |
| 15                     | Provide NPDES/Best Mgt. Practices.                    | LS   | 1                  | \$ 3,979.36  | \$ 3,979.36          |
| <b>Total Base Bid:</b> |   |      |                    |              | <b>\$ 266,385.19</b> |

**Total Base Bid in Words:** Two Hundred Sixty Six Thousand Three Hundred Eighty Five  
Dollars and Nineteen Cents

**BID SCHEDULE "A" – ADDITIVE ALTERNATIVE (Location No. 4)**

| ITEM NO.  | DESCRIPTION   | UNIT | ESTIMATED QUANTITY | UNIT PRICE   | ITEM TOTAL          |
|---|---|------|--------------------|--------------|---------------------|
| 16  | Relocate Bus Bench, Same Location.                      | EA   | 1                  | \$ 471.17    | \$ 471.17           |
| 17  | Provide and Install Bus Shelter, 12 ft., and Bus Bench. | EA   | 1                  | \$ 26,641.50 | \$ 26,641.50        |
| 18  | Provide Traffic Control.                                | LS   | 1                  | \$ 2,906.90  | \$ 2,906.90         |
| 19  | Provide NPDES/Best Mgt. Practices.                      | LS   | 1                  | \$ 1,012.34  | \$ 1,012.34         |
| <b>BID SCHEDULE "A" - Total Additive Alternative:</b> |   |      |                    |              | <b>\$ 31,031.91</b> |

**Bid Schedule "A" – Total Additive Alternative in Words:** Thirty One Thousand Thirty One  
Dollars and Ninety One Cents

**BID SCHEDULE "B" – ADDITIVE ALTERNATIVE (Location No. 6)**

| ITEM NO.  | DESCRIPTION   | UNIT | ESTIMATED QUANTITY | UNIT PRICE   | ITEM TOTAL         |
|---|---|------|--------------------|--------------|--------------------|
| 20  | Relocate Bus Bench, Same Location.                      | EA   | 1                  | \$471.17     | \$471.17           |
| 21  | Provide and Install Bus Shelter, 12 ft., and Bus Bench. | EA   | 1                  | \$ 26,641.50 | \$26,641.50        |
| 22  | Provide Traffic Control.                                | LS   | 1                  | \$ 2,906.90  | \$2,906.90         |
| 23  | Provide NPDES/Best Mgt. Practices.                      | LS   | 1                  | \$1,012.34   | \$1,012.34         |
| <b>BID SCHEDULE "B" - Total Additive Alternative:</b> |   |      |                    |              | <b>\$31,031.91</b> |

**Bid Schedule "B" – Total Additive Alternative in Words:** Thirty One Thousand Thirty One

Dollars and Ninety One Cents

**BID SCHEDULE "C" – ADDITIVE ALTERNATIVE (Location No. 8)**

| ITEM NO.  | DESCRIPTION  | UNIT | ESTIMATED QUANTITY | UNIT PRICE  | ITEM TOTAL         |
|---|--|------|--------------------|-------------|--------------------|
| 24  | Remove and Replace 4 in. PCC Sidewalk.                 | SF   | 761                | \$ 16.26    | \$12,373.86        |
| 25  | Construct PCC Wheelchair Ramp with Truncated Dome.     | EA   | 1                  | \$8,894.70  | \$8,894.70         |
| 26  | Construct Tree Well in New Sidewalk.                   | EA   | 1                  | \$480.03    | \$480.03           |
| 27  | Relocate Bus Bench, Other Location.                    | EA   | 1                  | \$471.17    | \$471.17           |
| 28  | Remove Shrub   | EA   | 1                  | \$2,078.72  | \$2,078.72         |
| 29  | Provide and Install Bus Shelter, 8 ft., and Bus Bench. | EA   | 1                  | \$25,875.00 | \$25,875.00        |
| 30  | Provide Traffic Control.                               | LS   | 1                  | \$2,906.90  | \$2,906.90         |
| 31  | Provide NPDES/Best Mgt. Practices.                     | LS   | 1                  | \$1,012.34  | \$1,012.34         |
| <b>BID SCHEDULE "C" - Total Additive Alternative:</b> |  |      |                    |             | <b>\$54,092.72</b> |

**Bid Schedule "C" - Total Additive Alternative in Words:** Fifty Four Thousand Ninety Two

Dollars and Seventy Two Cents

For the purpose of determining the lowest responsible bidder, the Total Base Bid shall be considered. The City reserves the right to add Schedule "A", "B" or "C" at the time of contract award. The City reserves the right to award Schedule "A", "B" and "C" in any combination and no price adjustment to bid items will be allowed.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

In case of discrepancy between unit price and item total, the unit price shall prevail. In case of a discrepancy between item total and Total Base Bid, the item total shall prevail. The Total Base Bid will be subject to adjustment by the City in the event of a discrepancy.

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addendum Received: 1



**BIDDER'S BOND****KNOW ALL MEN BY THESE PRESENTS:**

that we, R.C. Becker Inc. as Principal,  
and Fidelity and Deposit Company of Maryland as Surety,  
are held and firmly bound unto the City of San Fernando in the sum of \_\_\_\_\_  
Ten Percent of Amount Bid (\$ 10% )

to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of which sum well and truly made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden R.C. Becker Inc.  
to construct Bus Shelter Construction Project 7609  
(insert names of streets and limits to be improved) dated 9/11/2024 is accepted by the City of San Fernando, and if the above bounden his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) days (not including Sunday) from the date of the mailing of a notice to the above bounden R.C. Becker Inc.  
by and from the said City of San Fernando that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 9th day of August, ~~2023~~ 2024.

Principal  
R.C. Becker Inc.

By [Signature]

Its Lorraine Martinez - Secretary

By \_\_\_\_\_

Its \_\_\_\_\_

Surety  
Fidelity and Deposit Company of Maryland

By [Signature]

Its Maria Pena, Attorney-in-Fact

By \_\_\_\_\_

Its \_\_\_\_\_

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

Fidelity and Deposit Company of Maryland

777 S Figueroa Street

Los Angeles, CA 90017



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

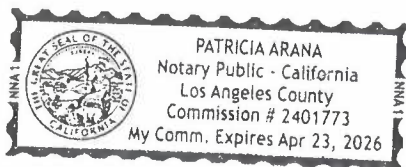
State of California )  
 ) ss  
County of Los Angeles )

On AUG - 9 2024, before me, Patricia Arana, Notary Public, personally appeared Maria Pena, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Signature: \_\_\_\_\_

Patricia Arana, Notary Public

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint C.K. NAKAMURA, Lisa L. THORNTON, E.S. ALBRECHT, JR., Maria PENA, Noemi QUIROZ, Natalie K. TROFIMOFF, Patricia S. ARANA, Tim M. TOMKO of Los Angeles, California, Jessica ROSSER of Dallas, Texas, of its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of April, A.D. 2024.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 19th day of April, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*

GENEVIEVE M. MAISON  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD  
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_\_ day of \_\_\_\_\_ **AUG - 9 2024**



Thomas O. McClellan  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

On 9/9/24 before me, Tatum Michelle Flanagan, Notary Public  
(insert name and title of the officer)

personally appeared Lorraine Martinez,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

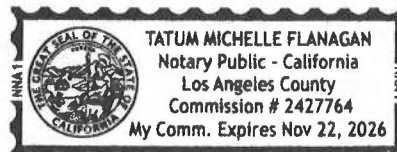
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**CONTRACTOR INFORMATION**

Company Name R.C. Becker Inc.

Address 28355 Kelly Johnson Pkwy., Santa Clarita, CA 91355

Telephone (661) 259-4845 Fax (661) 259-9869 E-mail LMARTINEZ@RCBECKER.COM

Type of Firm: Individual ( ) Partnership ( ) Corporation ☒

Corporation organized under the laws of the State of California

Contractor's License Number 258762 State CA Classification A Expiration Date 6/30/25

DIR Registration Number 1000001096 Expiration Date 6/30/25

Names and titles of all officers of the firm

John Becker - President

Randy becker - Vice President

Lorraine Martinez - Secretary



**LIST OF REFERENCES**

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS Santa Clarita Valley Water Agency  
CONTACT PERSON AND PHONE NO. Josh Jenkins (661) 810-7101  
TYPE/DATE OF WORK PERFORMED Pavement Repair 4/11/24  
TOTAL CONTRACT AMOUNT \$ 119,928.01
2. NAME OF CITY OR BUSINESS William S. Hart Union School District  
CONTACT PERSON AND PHONE NO. Pam Mencuri (661) 259-0033  
TYPE/DATE OF WORK PERFORMED Field Project 5/14/24  
TOTAL CONTRACT AMOUNT \$ 3,062,135.00
3. NAME OF CITY OR BUSINESS Saugus Union School District  
CONTACT PERSON AND PHONE NO. Kathie Pisano (661) 294-5300  
TYPE/DATE OF WORK PERFORMED Track & Field 10/6/23  
TOTAL CONTRACT AMOUNT \$ 2,015,310.00
4. NAME OF CITY OR BUSINESS City of Lancaster  
CONTACT PERSON AND PHONE NO. Angela Bravo (661) 723-6114  
TYPE/DATE OF WORK PERFORMED Highway Improvements 8/31/23  
TOTAL CONTRACT AMOUNT \$ 1,259,736.64
5. NAME OF CITY OR BUSINESS City of Santa Clarita  
CONTACT PERSON AND PHONE NO. Leslie Frazier (661) 286-4172  
TYPE/DATE OF WORK PERFORMED Circulation Improvement Program 4/24/23  
TOTAL CONTRACT AMOUNT \$ 688,647.00
6. NAME OF CITY OR BUSINESS City of California City  
CONTACT PERSON AND PHONE NO. Ramon Pantoja (661) 558-4641  
TYPE/DATE OF WORK PERFORMED Avenue Rehabilitation 10/30/23  
TOTAL CONTRACT AMOUNT \$ 500,414.14

**LIST OF SUBCONTRACTORS**

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: Dirty Deedz Dumping

Address of office, mill or shop: 3701 W Santa Rosalia Dr. #1004, Los Angeles, CA 90008

Specific description of subcontract: Trucking

License No.: N/A Amount of Subcontract: \$5,000.00

DIR Registration Number: 1000434388 Expiration Date: 6/30/25

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Name under which subcontractor is licensed: Austin Enterprise

Address of office, mill or shop: 1342 Snow Rd., Bakerfield, CA 93314

Specific description of subcontract: Saw Cut

License No.: 764893 Amount of Subcontract: \$1,749.65

DIR Registration Number: 1000001896 Expiration Date: 6/30/25

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Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

---

Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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**MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES**BUSINESS NAME: R.C. Becker Inc.ADDRESS (P.O. BOX NOT ACCEPTABLE): 28355 Kelly Johnson Pkwy.CITY, STATE, ZIP CODE: Santa Clarita, CA 91355PHONE NUMBER ( 661 ) 259-4845CONTACT PERSON: Vince Tellez1. MINORITY OWNED

Composition of ownership (more than 50% of ownership of the organization):

Please check one of the following: N/A       Black American        Asian/Pacific American       Native American        Hispanic American        Other ethnicity2. WOMEN OWNED

More than 50% of this business is owned by women:

       Yes   X   No3. SMALL BUSINESS ENTERPRISE

This business enterprise collects \$1,000,000 or less in gross revenue per year.

       Yes   X   No

Does your firm intend to use subcontractors or independent contractors for this project?

  X   Yes        No

If yes, all others must fill out the bidder's application also.

Has this business been certified by any other agency as a minority/women owned enterprise or small business enterprise?

       Yes   X   No

If yes, please list name(s) and telephone number(s) of certifying agencies.

Is this a joint venture proposal?

       Yes   X   No



**CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION**

I, Lorraine Martinez (insert name of Secretary), do hereby certify that I am the Secretary of R.C. Becker Inc. (insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, R.C. Becker Inc.,  
John Becker President  
Randy Becker, Vice President and  
Lorraine Martinez, secretary  
 (insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion), be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this 11th day of September, 2023.

24

  
 Secretary

**Affix Seal**



**LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO  
RECEIVE PRICES IN PREPARATION OF BID PROPOSAL**

1. NAME & LOCATION OF BUSINESS National Ready Mix Concrete Co, Inc.  
27050 Ruether Ave., Santa Clarita, CA 91351  
CONTACT PERSON AND PHONE NO. Tony Arreguin (818) 825-8037  
ITEM OR TYPE OF WORK PROPOSED Concrete  
PRICE OR AMOUNT \$ 9,686.84
2. NAME & LOCATION OF BUSINESS Holliday Rock  
1401 N. Benson Ave., Upland, CA 91786  
CONTACT PERSON AND PHONE NO. Chris Allen (661) 233-1565  
ITEM OR TYPE OF WORK PROPOSED Concrete  
PRICE OR AMOUNT \$ 10,118.60
3. NAME & LOCATION OF BUSINESS Connor Concrete Cutting & Coring  
6005 Tyler Street, Riverside, CA 92503  
CONTACT PERSON AND PHONE NO. Troy Collins (951) 987-2226  
ITEM OR TYPE OF WORK PROPOSED Saw Cutting  
PRICE OR AMOUNT \$ 2,050.00
4. NAME & LOCATION OF BUSINESS Austin Enterprise  
P.O. Box 81926, Bakersfield, CA 93380  
CONTACT PERSON AND PHONE NO. Ty Conner (661) 809-9994  
ITEM OR TYPE OF WORK PROPOSED Saw Cutting  
PRICE OR AMOUNT \$ 1,749.65
5. NAME & LOCATION OF BUSINESS Penhall Company  
P.O. Box 842911, Los Angeles, CA 90084  
CONTACT PERSON AND PHONE NO. Danny Lima (818) 447-7746  
ITEM OR TYPE OF WORK PROPOSED Saw Cutting  
PRICE OR AMOUNT \$ N/A
6. NAME & LOCATION OF BUSINESS Hunsaker & Associates  
26074 Ave. Hall, Suite 23, Valencia, CA 91355  
CONTACT PERSON AND PHONE NO. Sean Carroll (661) 294-2211  
ITEM OR TYPE OF WORK PROPOSED Survey  
PRICE OR AMOUNT \$ N/A

**LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO  
RECEIVE PRICES IN PREPARATION OF BID PROPOSAL**

1. NAME & LOCATION OF BUSINESS Vertex Survey, Inc.  
28348 Constellation Rd., Suite 800, Santa Clarita, CA 91355  
CONTACT PERSON AND PHONE NO. Rick Estrada (661) 312-4642  
ITEM OR TYPE OF WORK PROPOSED Survey  
PRICE OR AMOUNT \$ N/A
2. NAME & LOCATION OF BUSINESS Dirty Deedz Dumping  
  
CONTACT PERSON AND PHONE NO. Jagprit Sekhon (714) 614-2257  
ITEM OR TYPE OF WORK PROPOSED Trucking  
PRICE OR AMOUNT \$ 5,000.00
3. NAME & LOCATION OF BUSINESS   
  
CONTACT PERSON AND PHONE NO.   
ITEM OR TYPE OF WORK PROPOSED   
PRICE OR AMOUNT \$
4. NAME & LOCATION OF BUSINESS   
  
CONTACT PERSON AND PHONE NO.   
ITEM OR TYPE OF WORK PROPOSED   
PRICE OR AMOUNT \$
5. NAME & LOCATION OF BUSINESS   
  
CONTACT PERSON AND PHONE NO.   
ITEM OR TYPE OF WORK PROPOSED   
PRICE OR AMOUNT \$
6. NAME & LOCATION OF BUSINESS   
  
CONTACT PERSON AND PHONE NO.   
ITEM OR TYPE OF WORK PROPOSED   
PRICE OR AMOUNT \$



**NON-COLLUSION AFFIDAVIT****BUS SHELTER CONSTRUCTION PROJECT****(Eight Locations Citywide)****JOB NO. 7609**

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) SS  
Lorraine Martinez

\_\_\_\_\_, being first duly sworn, deposes and

says that he is Secretary

(Sole owner, partner, president, secretary, etc.)

of R.C. Becker Inc.

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Date

9/9/24

R.C. Becker Inc.

Bidder

Authorized Signature

Lorraine Martinez

Name (Print/Type)

Secretary

Title

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_,

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Notary Seal)

See attached

Signature of Notary Public

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On 9/9/24 before me, Tatum Michelle Flanagan, Notary Public  
(insert name and title of the officer)

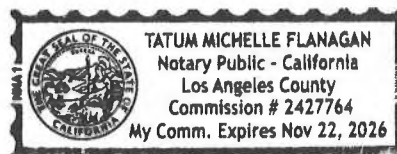
personally appeared Lorraine Martinez,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)





**Certificate for Buy America**

**Certification requirement for procurement of steel, iron, or manufactured products. Only sign one or the other (compliance or Non-compliance).**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 9/11/24

Signature



Company Name R.C. Becker Inc.

Title Lorraine Martinez - Secretary

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

## Required Certificate for Lobbying

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.* )]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

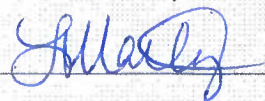
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, R.C. Becker Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands



and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Lorraine Martinez - Secretary Name and Title of Contractor's Authorized Official

9/11/24

Date



**Certification for Suspension and Debarment****CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY and VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

*(To be submitted with all bids exceeding \$25,000.)*

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), R.C. Becker Inc., certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE 9/9/24

SIGNATURE 

COMPANY R.C. Becker Inc.

NAME Lorraine Martinez

TITLE Secretary

State of California

County of Los Angeles

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

*see attached*

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

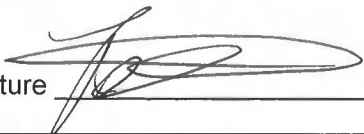
On 9/9/24 before me, Tatum Michelle Flanagan, Notary Public  
(insert name and title of the officer)

personally appeared Lorraine Martinez,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

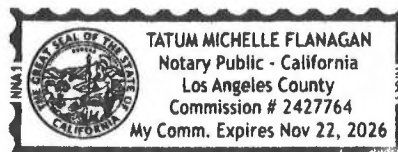
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





**Addendum No. 1****August 14, 2024**

**Project: BUS SHELTER CONSTRUCTION PROJECT**  
**Job No. 7609**

---

**TO:** All Plan Holders

**FROM:** Kenneth Jones, Public Works Management Analyst *KJ*

**SUBJECT: ADDENDUM NO. 1 – BUS SHELTER CONSTRUCTION PROJECT, Job No. 7609**

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein. This Addendum No. 1 consists of 6 pages.

**CONTRACT DOCUMENTS**

**SPECIFICATIONS:**

**The following clarification, additions, and deletions are made to the above referenced Specifications:**

1. Proposal due date has been rescheduled to **10:00 A.M. on Wednesday, September 11, 2024.**
2. Notice Inviting Bids
  - a. Page 1, first paragraph, first sentence, "SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **10:00 A.M. on Wednesday, August 21, 2024**, and said bids will be publicly opened and declared for performing work on the following project:" is replaced in its entirety as follows:

"SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **10:00 A.M. on Wednesday, September 11, 2024**, and said bids will be publicly opened and declared for performing work on the following project:"
3. Bid Schedule
  - a. Replace Bid Schedule page, page P-3 with attached Revised Bid Schedule page, page P-3A.

## 4. Technical Provisions

- a. Page T-6, **BID ITEM NO. 11** – PROVIDE AND INSTALL BUS SHELTER, 8 FT., "Provide and install 8 ft. x 5 ft., Peak Roof Shelter -San Fernando, Steel supporting frame, powder coat finish, aluminum construction roof (standing seam), by LNI, Custom Manufacturing, Inc., Model: Aurora Illuminated Shelter, Illuminated End Panels and LNI PV Solar Illumination, P-SS-M.IV-R-NB-CW-1, and Aurora Series - 8 ft. Metal Slat Bench, welded steel construction, cast steel ends, with anti-vagrant bar, surface mounted, powder coat finish, Model: BSW-A-8, (Previous City of San Fernando model #CE-SD-V)." is replaced in its entirety as follows:

"Provide and install 8 ft. x 5 ft., Peak Roof Shelter - San Fernando, Steel supporting frame, powder coat finish, aluminum construction roof (standing seam), by LNI Custom Manufacturing, Inc., **Model: Classic Series LNI-S-AP-A-DD-5x8**, 8 ft. Illuminated Shelter, Illuminated End Panels and LNI PV Solar Illumination, and **Aurora Series Model: BSW-A-4**, 4 ft. Metal Slat Bench, welded steel construction, cast steel ends, with anti-vagrant bar, surface mounted, powder coat finish, (Previous City of San Fernando model #CE-8D-V)."

- b. Page T-7, **BID ITEM NO. 12** – PROVIDE AND INSTALL BUS SHELTER, 12 FT., "Provide and install 12 ft. x 5 ft., Peak Roof Shelter -San Fernando, Steel supporting frame, powder coat finish, aluminum construction roof (standing seam), by LNI, Custom Manufacturing, Inc., Model: Aurora Illuminated Shelter, Illuminated End Panels and LNI PV Solar Illumination, P-SS-M.IV-R-NB-CW-1, and Aurora Series - 12 ft. Metal Slat Bench, welded steel construction, cast steel ends, with anti-vagrant bar, surface mounted, powder coat finish, Model: BSW-A-8, (Previous City of San Fernando model #CE-SD-V)." is replaced in its entirety as follows:

"Provide and install 12 ft. x 5 ft., Peak Roof Shelter - San Fernando, Steel supporting frame, powder coat finish, aluminum construction roof (standing seam), by LNI Custom Manufacturing, Inc., **Model: Classic Series LNI-S-AP-A-DD-5x12**, 12 ft. Illuminated Shelter, Illuminated End Panels and LNI PV Solar Illumination, and **Aurora Series Model: BSW-A-8**, 8 ft. Metal Slat Bench, welded steel construction, cast steel ends, with anti-vagrant bar, surface mounted, powder coat finish, (Previous City of San Fernando model #CE-8D-V)."

## 5. Exhibit No. 2 – Bus Shelter Information

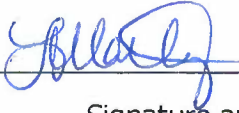
- a. Replace Exhibit No. 2 – Bus Shelter Information with attached Revised Exhibit No. 2A – Bus Shelter Information

If you have any questions, please call Kenneth Jones at (818) 898-1240 or [KJones@sfcity.org](mailto:KJones@sfcity.org).

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**Addendum Acknowledgement**

Bidder acknowledges the receipt of this Addendum No. 1 which shall be attached to the Bid Proposal.



\_\_\_\_\_  
Signature and Title  
Lorraine Martinez - Secretary

\_\_\_\_\_  
9/11/24

\_\_\_\_\_  
Date

## RFP FORM \_\_ - BIDDERS LIST

R.C. Becker Inc.

City Project No. 7609

Proposer

RFP Number

The U.S. Department of Transportation (DOT) requires City of San Fernando to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on City of San Fernando's DOT-assisted contracts in accordance with 49 C.F.R., Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Proposer itself and any proposed subconsultants. The Bidders List form shall be submitted with each proposal submitted by the Proposer to City of San Fernando and for all bids, proposals, or quotes received by the Proposer for the pre-construction phase of this Project. Please note that City of San Fernando will request that this form be executed again if Proposer is awarded construction work on the Project as new subcontractors will then need to be identified. s. **The Bidders List content will not be considered in evaluating the proposal or determining award of any contract.**

**1.0 Proposer's Information**

|  |       |           |  |
|--|-------|-----------|--|
| Name of Prime's Firm: R.C. Becker Inc.   |       |           | Phone: ( 661 ) 259 - 4845  |
| Firm Address: 28355 Kelly Johnson Pkwy.  |       |           | Email Address: vtellez@rcbecker.com  |
| City Santa Clarita   | ST CA | ZIP 91355 | Type of work/services/materials provided:<br>Concrete, Asphalt, Demo, Installation |
| Number of years in business: 55  |       |           |  |
| Contact Person: Vince Tellez   |       |           | Title: Chief Estimator   |
| Is the firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |       |           | Check the box below for your firm's annual gross receipts last year:               |
| Proposer has DBE Certification in the following categories (place an "X"): N/A   |       |           | <input type="checkbox"/> Less than \$1 million                                     |
| <input type="checkbox"/> Black American  |       |           | <input type="checkbox"/> Less than \$5 million                                     |
| <input type="checkbox"/> Native American   |       |           | <input type="checkbox"/> Less than \$10 million                                    |
| <input type="checkbox"/> Hispanic American   |       |           | <input type="checkbox"/> Less than \$15 million                                    |
| <input type="checkbox"/> Other   |       |           | <input checked="" type="checkbox"/> More than \$15 million                         |
| <input type="checkbox"/> Asian Pacific American  |       |           |  |
| <input type="checkbox"/> Women   |       |           |  |
| <input type="checkbox"/> Subcontinent Asian American   |       |           |  |



## RFP FORM \_\_ (CONT'D) – BIDDERS LIST

*Note: Each proposed subconsultant shall complete this form, and the Proposer will submit it with its proposal.*

| 1.0 Subconsultant's Information  |       |           |  |
|--|-------|-----------|--|
| Name of Subconsultant's Firm:<br>Dirty Deedz Dumping   |       |           | Phone: ( 714 ) 614 - 2257  |
| Firm Address: 3701 W. Santa Rosalia Dr. #1004  |       |           | Email Address:<br>jagprit.sekhon@dirtydeedz.com                      |
| City Los Angeles   | ST CA | ZIP 90008 | Type of work/services/materials provided:<br>Trucking                |
| Number of years in business: 8   |       |           |  |
| Contact Person: Jagprit Sekhon   |       |           | Title: Senior Contract Manager                                       |
| Is the subconsultant's firm currently certified as a DBE under 49 C.F.R., Part 26? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |       |           | Check the box below for your firm's annual gross receipts last year: |
| Subconsultant has DBE Certification in the following categories (place an "X"):  |       |           | <input type="checkbox"/> Less than \$1 million                       |
| <input checked="" type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American   |       |           | <input checked="" type="checkbox"/> Less than \$5 million            |
| <input type="checkbox"/> Native American <input type="checkbox"/> Women  |       |           | <input type="checkbox"/> Less than \$10 million                      |
| <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American  |       |           | <input type="checkbox"/> Less than \$15 million                      |
| <input type="checkbox"/> Other   |       |           | <input type="checkbox"/> More than \$15 million                      |

If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.

## RFP FORM \_\_ (CONT'D) – BIDDERS LIST

*Note: Each proposed subconsultant shall complete this form, and the Proposer will submit it with its proposal.*

| 1.0 Subconsultant's Information  |       |           |  |
|--|-------|-----------|--|
| Name of Subconsultant's Firm: Austin Enterprise  |       |           | Phone: (661 ) 589 - 1001   |
| Firm Address: 1100 James Rd.   |       |           | Email Address: tconner@austin-enterprise.com                         |
| City Bakersfield   | ST CA | ZIP 93308 | Type of work/services/materials provided:                            |
| Number of years in business: 32  |       |           | Saw Cutting  |
| Contact Person: Ty Conner  |       |           | Title: Estimator   |
| Is the subconsultant's firm currently certified as a DBE under 49 C.F.R., Part 26? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |       |           | Check the box below for your firm's annual gross receipts last year: |
| Subconsultant has DBE Certification in the following categories (place an "X"):  |       |           | <input type="checkbox"/> Less than \$1 million                       |
| <input type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American  |       |           | <input checked="" type="checkbox"/> Less than \$5 million            |
| <input type="checkbox"/> Native American <input checked="" type="checkbox"/> Women   |       |           | <input type="checkbox"/> Less than \$10 million                      |
| <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American   |       |           | <input type="checkbox"/> Less than \$15 million                      |
| <input type="checkbox"/> Other   |       |           | <input type="checkbox"/> More than \$15 million                      |

If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.



**INSTRUCTIONS - LOCAL AGENCY PROPOSER RC-DBE COMMITMENT****ALL PROPOSERS:**

**PLEASE NOTE:** It is the proposer's responsibility to verify that the RC-DBE(s) falls into one of the following groups in order to count towards the RC-DBE contract goal: 1) Black Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Hispanic Americans, 5) Subcontinent Asian Americans, and 6) Women. This information must be submitted with your proposal. Failure to submit the required RC-DBE commitment will be grounds for finding the proposal nonresponsive.

A "RC-DBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: Black Americans, Native Americans, Asian-Pacific Americans, Hispanic American, Subcontinent Asian American, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract RC-DBE goal.

The form has a column for the Description of Work, Service or Materials Supplied to be subcontracted to RC-DBEs (or performed if the proposer is a RC-DBE). The RC-DBE prime contractors shall indicate all work to be performed by RC-DBEs including work to be performed by its own forces, if a RC-DBE. The RC-DBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter RC-DBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified RC-DBEs to perform the work (must be certified on the date proposals are due and include RC-DBE address and phone number).

There is a column for the dollar amount of each RC-DBE. Enter the Total Claimed RC-DBE Participation dollar amount and percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the RC-DBE, describe exact portion of time to be performed or furnished by the RC-DBE.) **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O2 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.



## LOCAL AGENCY PROPOSER RC-DBE COMMITMENT


This form must be submitted with the proposal.

|   |   |   |  |                             |               |
|---|---|---|--|-----------------------------|---------------|
| 1. Local Agency                               | <u>The City of San Fernando</u>         |   |  | 2. Contract RC-DBE Goal (%) | <u>13.52%</u> |
| 3. Project Description                        | <u>Bus Shelter Construction Project</u> |   |  |                             |               |
| 4. Project Location                           | <u>Eight Locations Citywide</u>         |   |  |                             |               |
| 5. Proposer's Name                            | <u>R.C. Becker Inc.</u>                 | 6. Prime Certified DBE <input type="checkbox"/> | 7. Total Contract Award Amount <u>\$266,385.19</u> |                             |               |
| 8. Total Dollar Amount for ALL Subcontractors | <u>\$6,749.65</u>                       | 9. Total Number of ALL Subcontractors           |  | <u>2</u>                    |               |

| 10. Description of Work, Service, or Materials Supplied | 11. DBE Certification Number | 12. DBE Contact Information<br>(must be certified prior to submission-include RC-DBE name, address and phone number) | 13. DBE Dollar Amount |
|---|------------------------------|--|-----------------------|
| Trucking  | 44976                        | Dirty Deedz Dumping (714) 614-2257<br>3701 W. Santa Rosalia Dr. #1004, Los Angeles, CA 90008                         | \$5,000.00            |
| Saw Cutting   | 13602                        | Austin Enterprise (661) 589-9904<br>1342 Snow Rd., Bakersfield, CA 93314   | \$1,749.65            |
|   |                              |  |                       |
|   |                              |  |                       |
|   |                              |  |                       |
|   |                              |  |                       |

|  |  |  |  |
|--|--|--|--|
| <b>FOR AGENCY TO COMPLETE</b>  |  | 14. Total Claimed RC-DBE Commitment: <u>\$ 6,749.65</u><br><u>2.53</u> %   |  |
| 20. Agency Contract Number _____<br>21. Federal-Aid Project Number _____<br>22. Contract Execution Date _____<br><br>Agency certifies that the DBE certifications have been verified and all information is complete and accurate/unless noted otherwise.<br><br>_____<br>23. Signature of Agency Representative                      24. Date |  | <div style="text-align: center;"> <br/>         15. Signature of Proposer       </div> <div style="text-align: center;"> <u>9/11/24</u>                      ( 661 ) 259 - 4845<br/>         16. Date                      17. Phone Number       </div> <div style="text-align: center;"> <u>Lorraine Martinez</u><br/>         18. Name of Proposer (please print or type)       </div> <div style="text-align: center;"> <u>Secretary</u><br/>         19. Title of Proposer       </div> |  |
| 25. Agency Representative Name (please print or type)<br>_____<br>26. Agency Representative Title<br>_____<br>27. (       ) -<br>Phone Number  |  |  |  |

Distribution: (1) Original - Agency files

Local Agency Proposer RC-DBE Commitment (Consultant Contracts) - Rev 012623



**RC-DBE INFORMATION - GOOD FAITH EFFORTS**Federal-aid Project No. CA-04-0088 Bid Opening Date: 9/11/24

The City of San Fernando has established a Race-Conscious Disadvantaged Business Enterprise (RC-DBE) goal of 13.52% for this project. The information provided herein shows that a good faith effort was made. Good Faith Efforts documentation must be submitted with the Bid/Proposal or Contractor will be deemed non-responsive to the DBE requirements.

Lowest, second lowest and third lowest Proposers shall submit the following information to document adequate good faith efforts. Proposers should submit the following information even if the "Local Agency Bidder – RC-DBE Commitment" form indicates that the Proposer has met the RC-DBE contract goal. This will protect the Proposer's eligibility for award of the contract if the administering agency determines that the Proposer failed to meet the goal for various reasons, e.g., a RC-DBE firm was not certified at bid opening, or the Proposer made a mathematical error.

Submittal of only the "Local Agency Bidder RC-DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following types of actions will be considered as part of the Proposer's Good Faith Efforts to obtain RC-DBE participation:

- a. The names and dates of each publication in which a request for RC-DBE participation for this project was placed by the Proposer. Attach copies of advertisements or proofs of publication:

| Publications  | Dates of Advertisement |
|---------------|------------------------|
| Focus Journal | 8/8/24 - 9/11/24       |
| Trade Journal | 8/8/24 - 9/11/24       |
| LinkedIn      | 8/8/24                 |

See attached Exhibit A - Ad Proofs

- b. The names and dates of written notices sent to certified RC-DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the RC-DBEs were interested. Attach copies of solicitations, telephone records, fax confirmations etc.

| Names of RC-DBEs                | Date of Initial Solicitation | Follow Up Methods and Dates |
|---------------------------------|------------------------------|-----------------------------|
| Solicited                       |                              |                             |
| See attached:                   |                              |                             |
| Exhibit B1 - Email & Fax Log    |                              |                             |
| Exhibit B2 - Phone Log          |                              |                             |
| Exhibit B3 - Email & Fax Proofs |                              |                             |

- c. The items of work which the Proposer made available to RC-DBE firms, including, where appropriate, any break down of the contract work items (including those items normally performed by the Proposer with its own forces) into economically feasible units to facilitate RC-DBE participation. It is the Proposer's responsibility to demonstrate that sufficient work was made available to facilitate RC-DBE participation as follows (please provide documents that sufficiently evidence the effort):

| Items of Work    | Proposer<br>Normally<br>Performs Item<br>(Y/N) | Breakdown of Items      | Amount<br>(\$) | Percentage<br>Of<br>Contract |
|------------------|--|-------------------------|----------------|------------------------------|
| Trucking         | N  | 10 Wheeler Hourly       | \$5,000.00     | 1.3%                         |
| Demo             | Y  | Concrete & AC           | \$27,500.00    | 7.1%                         |
| PCC & AC Imps    | Y  | Sidewalks, Ramps, Patch | \$82,500.00    | 21.5%                        |
| Install Fixtures | Y  | Shelters & Benches      | \$132,166.50   | 34.5%                        |

- d. The names, addresses and phone numbers of rejected RC-DBE firms, the reasons for the Proposer's rejection of the RC-DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each RC-DBE if the selected firm is not a RC-DBE.

1. Names, addresses and phone numbers of rejected RC-DBEs and the reasons for the Proposer's rejection of the RC-DBEs:

None.

2. Names, addresses and phone numbers of firms selected for the work identified above:

Dirty Deedz Dumping (714) 614-2257 3701 W. Santa Rosalia Dr. #1004, Los Angeles, CA 90008

Austin Enterprise - P.O. Box 81926, Bakersfield, CA 93380 (661) 589-1001



- e. Efforts made to assist interested RC-DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to RC-DBEs:

Advertisements in Focus Journal and Trade Journal including link to plans, specs and requirements.  
Fax / Email including link to plans, specs, and requirements. Two phone calls to verify the need for  
further assistance to access project plans, specs, and requirements.

- f. Efforts made to assist interested RC-DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the RC-DBE subcontractor purchases or leases from the prime contractor or its affiliate:

Advertisements in Focus Journal and Trade Journal including link to plans, specs and requirements.  
Fax / Email including link to plans, specs, and requirements. Two phone calls to verify the need for  
further assistance to access project plans, specs, and requirements.

- g. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using RC-DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.

| Name of<br>Agency/Organization | Method/Date of<br>Contact | Results                        |
|--------------------------------|---------------------------|--------------------------------|
| <u>www.dbegoodfaith.com</u>    | <u>Website / 8-8-24</u>   | <u>345 DBE Firms Contacted</u> |
|                                |                           |                                |
|                                |                           |                                |

- h. Any additional data to support a demonstration of good faith efforts please include here.

Solicited known DBEs in R.C. Becker Inc. database.

**Proposers are advised to attach all requested documents to this form.**  
**Include any and all supplemental materials necessary in order to demonstrate Good Faith Efforts.**



28355 Kelly Johnson Parkway  
Santa Clarita Ca. 91355  
Telephone (661) 259-4845 Fax (661) 607-7811

---

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340

## **DBE Good Faith Effort**

**Project Name:** BUS SHELTER CONSTRUCTION PROJECT

**City Project No.** 7609

Exhibit A - Ad Proofs  
Exhibit B1 - Email / Fax Log  
Exhibit B2 - Phone Log

## Focus Journal Ad

**Publication:** DBE GoodFaith (DBEGoodFaith.com)

**Published On:** 08/08/2024 @ 02:19:56 PM Pacific

**Expired On:** 09/11/2024 @ 11:59:59 PM Pacific

**Message Notifications Sent To:** ejohnson@rcbecker.com

**Published At:** [https://dbegoodfaith.com/item.php?item\\_type=ads&ad\\_adid=61359](https://dbegoodfaith.com/item.php?item_type=ads&ad_adid=61359)



### R.C. Becker Inc.

is seeking qualified DBEs

Project Name

**Bus Shelter Construction Project**

Bid/Contract #

**7609**

Awarding Agency

**City of San Fernando**

Project Location

**San Fernando , Los Angeles County, CA**

Bid Date

**09/11/2024 at 10:00**

Project Details

We are seeking quotes for Construction area signs, traffic control system, traffic flagger, saw cutting, fencing, crane work, construction equipment rental, heavy equipment rental, demolition, fencing supplier, building material supplier, and flat bed trucking. The scope of work consists of replacement of concrete sidewalks, drive approaches, wheelchair ramps; AC pavement sections, adjustment to grade of water meter boxes and traffic signal/streetlighting boxes; removal and relocation of bus benches, root pruning, installation of bus shelters and bus benches, and miscellaneous appurtenant work.

Union membership required.

Please follow below link to access project documents:

<https://rcbeckerandson.sharefile.com/public/share/web-scf1637fea37a4fef899c2dff1e1094b8>

### Get in Touch

Outreach Coordinator

**Liz Johnson**

Project Estimator

**Vince Tellez**

Telephone

**(661) 259-4845**

Fax

**(661) 259-9869**

Address

**28355 Kelly Johnson Pkwy  
Santa Clarita, CA 91355**

[Send Message »](#)

**Certification & Assistance**

California DBE Program

San Francisco LBE Program

San Diego SLBE Program

Bay Area Rapid Transit MBE, WBE (EOPP) Program

Los Angeles County CBE Program

Alameda County SLEB Program

California Supplier Clearinghouse Diversity Program  
Program

Oakland LBE/SLBE Program

Los Angeles County SLBE &amp; DVBE Program

Alameda County Alameda CTC LBE/SLBE Program

California SB-PW Program

California DVBE Program

## Free DBE Resources

**Procurement, Capital Access, &  
Surety Bond Assistance**

The U.S. Department of Transportation-  
supported **Southwest Region SBTRC** helps  
DBEs with **Procurement, Capital Access, and  
Surety Bond Assistance** - and much more - at  
no cost.

[Learn more »](#)



## Trade Journal Ad

**Publication:** DBE Journal (DBEJournal.com)

**Published On:** 08/08/2024 @ 02:19:56 PM Pacific

**Expired On:** 09/11/2024 @ 11:59:59 PM Pacific

**Published At:**

[http://dbejournal.com/index.php?show\\_ad=61359&ad\\_project\\_name=Bus+Shelter+Construction+Project+&co\\_name=R.C.+Becker+Inc.](http://dbejournal.com/index.php?show_ad=61359&ad_project_name=Bus+Shelter+Construction+Project+&co_name=R.C.+Becker+Inc.)



Outreach Coordinator

Liz Johnson

Estimator

Vince Tellez

Contact Information

28355 Kelly Johnson Pkwy  
Santa Clarita, CA 91355

Telephone

(661) 259-4845

Fax

(661) 259-9869

### R.C. Becker Inc.

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Union membership required.

Please follow below link to access project documents:

<https://rcbeckerandson.sharefile.com/public/share/web-scf1637fea37a4fef899c2dff1e1094b8>

## LinkedIn

*Remember to follow DBEGoodFaith on LinkedIn and re-post the bid invitation provided below. This will help you get more eyes on the sub/supplier opportunities available on the project.*

**Published On:** 08/08/2024 @ 02:21:01 PM Pacific

**Published At:** <https://www.linkedin.com/feed/update/urn:li:share:7227423585445761024/>

## Exhibit B1 - Email &amp; Fax Log

| Company Name   | Fax       | Email                                | Fax Send Date & Time | Fax Delivery Status | Email Send Date & Time | Email Delivery Status |
|--|-----------|--------------------------------------|----------------------|---------------------|------------------------|-----------------------|
| C.R. Philipp Inc   |           | cphilipp@crphilipp.net               |                      |                     | 8/8/2024 14:30         | Delivered             |
| C.W. CROSSER CONSTRUCTION, INC                               |           | ychoa91765@gmail.com                 |                      |                     | 8/8/2024 14:30         | Delivered             |
| Cain Trucking Inc.   | 5.597E+09 | laura@caintrucking.com               | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| CALI CONCRETE  | 6.614E+09 | rosa@caliconcrete.com                | 8/8/2024 14:35       | Failed              | 8/8/2024 14:30         | Delivered             |
| CALIFORNIA CONSTRUCTION SURVEYING, INC                       | 5.594E+09 | aanderson@ccsurveying.net            | 8/8/2024 14:34       | Failed              | 8/8/2024 14:30         | Delivered             |
| ACCULINE SURVEY, INC   | 8.585E+09 | acculinesurvey@sbcglobal.net         | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| Acme Safety & Supply Corp.                                   | 6.195E+09 | candace@acmesafetysupply.com         | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| ACTION ENTERPRISES   | 5.622E+09 | actiontruckingent@yahoo.com          | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Bounced               |
| Adanta, Inc.   | 7.077E+09 | kimberlypatz@adanta-inc.com          | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| DREAMBUILDER CONSTRUCTION CORP                               | 7.148E+09 | alex.singh@dreambuildercorp.com      | 8/8/2024 14:33       | Failed              | 8/8/2024 14:30         | Delivered             |
| DSS STREET SWEEPING INC.                                     |           | sales@dssrentals.com                 |                      |                     | 8/8/2024 14:30         | Delivered             |
| Duckworth Inc  |           | duckworthinc@gmail.com               |                      |                     | 8/8/2024 14:30         | Delivered             |
| Duran Construction Group                                     | 4.083E+09 | maria.duran@durancg.com              | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| E. JASPER WRKG. (DEMO) & TRKG                                | 3.238E+09 |                                      | 8/8/2024 14:44       | Failed              |                        |                       |
| EAGLE ROCK INDUSTRIES  | 9.255E+09 | estimating@eaglerock.us              | 8/8/2024 14:42       | Failed              | 8/8/2024 14:30         | Bounced               |
| EIGHTEEN TRUCKING CO.  | 5.103E+09 | gustavo@18trucking.com               | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| Emmett Valley Construction Inc                               | 5.593E+09 | jesse@movendirt.com                  | 8/8/2024 14:40       | Failed              | 8/8/2024 14:30         | Delivered             |
| EnEffect Dump Trucking corp                                  |           | eneffect@aol.com                     |                      |                     | 8/8/2024 14:30         | Delivered             |
| VAL-E-WEST CONSTRUCTION INC                                  | 4.805E+09 | esvaldez@valwestconst.com            | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| Valentina Trucking, LLC                                      | 5.628E+09 | valentinatkgllc@gmail.com            | 8/8/2024 14:34       | Failed              | 8/8/2024 14:30         | Delivered             |
| Double G's Supply, Inc.                                      | 8.669E+09 | gguilory@doublegssupply.com          | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| DR Traffic Control LLC                                       | 4.154E+09 | info@drtrafficcontrol.com            | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| DRAGON MATERIAL TRANSPORT, INC.                              | 5.593E+09 | summer.bradford@dragonmaterial.com   | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| Dominguez General Engineering, Inc.                          | 9.095E+09 | dominguezgeneral@aol.com             | 8/8/2024 14:33       | Failed              | 8/8/2024 14:30         | Delivered             |
| DONALD MIRANDA TRUCKING, INC.                                | 5.593E+09 | renee@donaldmirandatrucking.com      | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| DORIS TRUCKING, LLC  |           | daryl.washington67@gmail.com         |                      |                     | 8/8/2024 14:30         | Delivered             |
| Double E Transportation, Inc.                                |           | erin.furrh@doubleetransportation.com |                      |                     | 8/8/2024 14:30         | Delivered             |
| DM TRUCKING  | 7.148E+09 | dfmcampos@aol.com                    | 8/8/2024 14:44       | Failed              | 8/8/2024 14:30         | Delivered             |
| DISABLED AMERICAN VETERAN ENTERPRISES TRUCKING & SWEEPING, I | 5.594E+09 | davetrucksweep@gmail.com             | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| Diverscape, Inc.   | 8.883E+09 | estimating@diversifiedlandscape.com  | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| Pacific Crest Surveying, Inc.                                |           | curt@pc-surveys.com                  |                      |                     | 8/8/2024 14:30         | Delivered             |
| Tully, Inc.  | 7.075E+09 | robin@tullygroup.com                 | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| UGE & ECS, INC.  | 3.109E+09 | nancy@ugeecs.com                     | 8/8/2024 14:33       | Failed              | 8/8/2024 14:30         | Delivered             |
| V & G BUILDERS   |           | tvaldez@vg-builders.com              |                      |                     | 8/8/2024 14:30         | Delivered             |
| V A P CONSTRUCTION INC.                                      | 7.146E+09 | arvind@vapci.com                     | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| DESIGN BUILD ENGINEERING CONTRACTORS, INC.                   |           | gnevare@dbecontracting.com           |                      |                     | 8/8/2024 14:30         | Delivered             |
| Dillard Trucking, Inc.                                       | 9.256E+09 | patriciad@dillardenv.com             | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| DIRDY DEEDZ DUMPING  |           | dirdydeedzdumping@gmail.com          |                      |                     | 8/8/2024 14:30         | Delivered             |
| DD & L TRUCKING  |           | charlesettas@comcast.net             |                      |                     | 8/8/2024 14:30         | Delivered             |
| DE LA FUENTE CONSTRUCTION, INC.                              | 6.199E+09 | jdiaz@dlfci.com                      | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| DELTECH ENGINEERING, INC                                     | 7.144E+09 | abili@deltechengineeringinc.com      | 8/8/2024 14:33       | Failed              | 8/8/2024 14:30         | Delivered             |
| J.Z. TRUCKING  |           |                                      |                      |                     |                        |                       |
| JADE Consultants   |           | daniel@jade-engrs.com                |                      |                     | 8/8/2024 14:30         | Delivered             |
| Jahn Engineering, Inc.                                       |           | alice@jahnengineeringinc.com         |                      |                     | 8/8/2024 14:30         | Delivered             |
| JAMES FLETCHER CONSTRUCTION INC                              | 6.194E+09 | fletcherconstruction5106@gmail.com   | 8/8/2024 14:44       | Failed              | 8/8/2024 14:30         | Delivered             |
| Jaryn Pedroza Incorporated                                   | 9.493E+09 | jaryn@jpreadymix.com                 | 8/8/2024 14:28       | Successful          | 8/8/2024 14:30         | Delivered             |
| JCI DESIGN AND ENGINEERING                                   |           | johnjche@yahoo.com                   |                      |                     | 8/8/2024 14:30         | Delivered             |
| Dahzn, LLC.  |           | dahznllc@gmail.com                   |                      |                     | 8/8/2024 14:30         | Delivered             |
| D & D Industrial LLC   |           | ddindustrialllc@gmail.com            |                      |                     | 8/8/2024 14:30         | Delivered             |

|   |           |                                     |                |            |                |           |
|---|-----------|-------------------------------------|----------------|------------|----------------|-----------|
| Dabri, Inc.   | 9.253E+09 | dkaur@dabri.com                     | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| G. W. Peoples Contracting Co., Inc.                         |           | rbanks.gwpeoples@gmail.com          |                |            | 8/8/2024 14:30 | Delivered |
| Gallion Sweeping Co. Inc.                                   |           | gallionsweepingco@gmail.com         |                |            | 8/8/2024 14:30 | Delivered |
| Galvan Communications Inc                                   |           | ricardogm@galvanengineering.com     |                |            | 8/8/2024 14:30 | Delivered |
| Daedalus Construction Group, Inc.                           |           | rmason@daedaluscg.com               |                |            | 8/8/2024 14:30 | Bounced   |
| Onyx Trucking   |           | onyx.trucking21@gmail.com           |                |            | 8/8/2024 14:30 | Delivered |
| Pacific Aggregates and Hauling, LLC                         |           | pacificaggregateshauling@gmail.com  |                |            | 8/8/2024 14:30 | Delivered |
| Yushin Consulting Group, Inc.                               |           | yushin@ycg.io                       |                |            | 8/8/2024 14:30 | Delivered |
| ZACHARY TAYLOR TRUCKING                                     |           | taylortrucking29@gmail.com          |                |            | 8/8/2024 14:30 | Delivered |
| YMD MATERIAL BROKER, INC                                    | 7.609E+09 | mvelasquez@ymdmaterial.com          | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| Watkins Trucking Services LLC                               |           | watkinsrucking1018@gmail.com        |                |            | 8/8/2024 14:30 | Delivered |
| WEST PILING, INC.   | 6.192E+09 | leefrancisca@aol.com                | 8/8/2024 14:44 | Failed     | 8/8/2024 14:30 | Delivered |
| WHITE CAP READY MIX, INC.                                   | 5.308E+09 | dixie@whitecapreadymix.com          | 8/8/2024 14:40 | Failed     | 8/8/2024 14:30 | Bounced   |
| WILLIE DIXON TRUCKING                                       | 3.105E+09 |                                     | 8/8/2024 14:28 | Successful |                |           |
| Wyatt Earth Wellness LLC                                    |           | make031@yahoo.com                   |                |            | 8/8/2024 14:30 | Delivered |
| Ybanag Realty & Development Corporation                     | 9.517E+09 | luke@dybanagconstruction.com        | 8/8/2024 14:44 | Failed     | 8/8/2024 14:30 | Delivered |
| RCJ & ASSOCIATES, INC                                       | 9.164E+09 | ricky@rcjandassociates.com          | 8/8/2024 14:40 | Failed     | 8/8/2024 14:30 | Delivered |
| RDL Equipment Inc.  |           | rdlequipmentinc@hotmail.com         |                |            | 8/8/2024 14:30 | Delivered |
| RDL TRUCKING  |           | rdltrucking45@gmail.com             |                |            | 8/8/2024 14:30 | Delivered |
| REYNA'S ENGINEERING INC                                     | 9.518E+09 | loleeevi@yahoo.com                  | 8/8/2024 14:33 | Failed     | 8/8/2024 14:30 | Delivered |
| PAYNECO SPECIALTIES, INC.                                   | 6.194E+09 | rebecca@payco.biz                   | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| PG Cutting Services, Inc.                                   | 9.515E+09 | belinda.garcia@pgcutting.com        | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| PK CONSTRUCTION   | 6.265E+09 | zkingpk81@gmail.com                 | 8/8/2024 14:35 | Failed     | 8/8/2024 14:30 | Delivered |
| POOT TRUCKING   | 7.602E+09 | poottrucking@aol.com                | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| Precision Engineering Surveyors, Inc.                       | 9.099E+09 | fpadilla@precisionsurveyor.com      | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| Premier Valley Transport Inc                                | 6.616E+09 | premiervalleytransport@gmail.com    | 8/8/2024 14:40 | Failed     | 8/8/2024 14:30 | Delivered |
| Professional Concrete Sawing Inc.                           | 2.097E+09 | davidscott@gvni.com                 | 8/8/2024 14:34 | Failed     | 8/8/2024 14:30 | Bounced   |
| Professional Shipping Solutions LLC                         |           | lmschfr@aol.com                     |                |            | 8/8/2024 14:30 | Delivered |
| PTS Surveying Inc.  | 5.036E+09 | ptssurveying@gmail.com              | 8/8/2024 14:33 | Failed     | 8/8/2024 14:30 | Delivered |
| PULLIN FREIGHT  |           | kenpullard@gmail.com                |                |            | 8/8/2024 14:30 | Delivered |
| Puzzle Solvers Transportation Inc.                          |           | info@puzzlesolvertransportation.com |                |            | 8/8/2024 14:30 | Delivered |
| Q EQUIPMENT   |           | mr.quezada1@gmail.com               |                |            | 8/8/2024 14:30 | Delivered |
| QA CONSTRUCTORS   | 5.108E+09 | qa@qaccorp.com                      | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| R & R BROTHERS CONCRETE INC                                 |           | randrbrothersconcrete@gmail.com     |                |            | 8/8/2024 14:30 | Delivered |
| R & T EXPRESS LLC   |           | ronlaker50@aol.com                  |                |            | 8/8/2024 14:30 | Delivered |
| R. Dugan Construction                                       | 9.514E+09 | marlina@rduganconst.com             | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| AFS INVESTMENTS, LLC  | 9.517E+09 | orders@lms-transport.com            | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| J&E Construction  |           | elsa@jeconstructioninc.com          |                |            | 8/8/2024 14:30 | Delivered |
| J. CARDENAS INC   | 7.61E+09  | info@jcardenasinc.com               | 8/8/2024 14:35 | Failed     | 8/8/2024 14:30 | Delivered |
| J. Francis Company  | 9.518E+09 | jfranciscompany83@gmail.com         | 8/8/2024 14:44 | Failed     | 8/8/2024 14:30 | Delivered |
| INTERIOR DEMOLITION INC                                     | 8.182E+09 | maria@interiordemolition.net        | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| J Moreno Trucking LLC                                       | 6.612E+09 | mayranreyna@gmail.com               | 8/8/2024 14:34 | Failed     | 8/8/2024 14:30 | Delivered |
| J S GARCIA ONSITE TRUCKING                                  |           | jsgarcia21@yahoo.com                |                |            | 8/8/2024 14:30 | Delivered |
| CALIFORNIA GRINDING SPECIALTIES, INC. DBA AUSTIN ENTERPRISE | 6.616E+09 | paustin@austin-enterprise.com       | 8/8/2024 14:44 | Failed     | 8/8/2024 14:30 | Bounced   |
| CALIFORNIA LAND SURVEYOR, INC.                              |           | noe@calandsurveyor.com              |                |            | 8/8/2024 14:30 | Bounced   |
| CANALES DEMOLITION  | 6.193E+09 | canalesdemo@gmail.com               | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| Caplinger Construction Inc                                  | 9.099E+09 | jayshackelford7@gmail.com           | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| CENTRAL COAST TRAFFIC SAFETY, INC                           | 8.057E+09 | jose@centralcoasttrafficsafety.com  | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| Central Sweeping Corporation                                |           | ruvalcaba.alejandra@yahoo.com       |                |            | 8/8/2024 14:30 | Delivered |
| Central Valley Engineering & Surveying, Inc.                | 5.599E+09 | nsahota@cveas.com                   | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| Cerrudo Services, Inc.                                      | 4.159E+09 | gretl.pineda@asrcindustrial.com     | 8/8/2024 14:28 | Successful | 8/8/2024 14:30 | Delivered |
| CHANCE F HART   |           | cdearthworks@gmail.com              |                |            | 8/8/2024 14:30 | Delivered |

|   |           |   |                |            |                |           |
|---|-----------|---|----------------|------------|----------------|-----------|
| Charles N Charge of your freight LLC          | 2.097E+09 | charlesnchargeofyourfreight@gmail.com     | 8/8/2024 14:45 | Failed     | 8/8/2024 14:30 | Delivered |
| Chaudhary & Associates, Inc.                  | 7.073E+09 | arvin@chaudhary.com                       | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| CK ENGINEERING                                |           | ckearthwork@gmail.com                     |                |            | 8/8/2024 14:30 | Delivered |
| CLAY MIRANDA TRUCKING, INC.                   | 5.593E+09 | mike@cmtink.com                           | 8/8/2024 14:53 | Failed     | 8/8/2024 14:30 | Delivered |
| CMC Traffic Control Specialists, LLC          | 4.152E+09 | info@cmctrffic.com                        | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| COLEMAN ENVIRONMENTAL ENGINEERING INC         | 7.073E+09 | ccoleman2009@hotmail.com                  | 8/8/2024 14:52 | Failed     | 8/8/2024 14:30 | Delivered |
| COMMAND PERFORMANCE CONSTRUCTORS, INC.        | 5.63E+09  | jim@cpconstructors.com                    | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| CONTERA CONSTRUCTION CORP.                    | 9.517E+09 | jason@varelacompanies.com                 | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| JENNIFER COTTER'S WATER TRUCK RENTALS         | 9.517E+09 | jennifercotter24@gmail.com                | 8/8/2024 14:54 | Failed     | 8/8/2024 14:30 | Delivered |
| Jesus M Santoyo Trucking                      |           | jchivo69@yahoo.com                        |                |            | 8/8/2024 14:30 | Delivered |
| JSL MASTERY PAVING INC                        |           | sulema@jstmasterypaving.com               |                |            | 8/8/2024 14:30 | Delivered |
| JUS DUMPIN, LLC                               | 3.106E+09 | jusdumpinllc@gmail.com                    | 8/8/2024 14:53 | Failed     | 8/8/2024 14:30 | Delivered |
| K & K Construction Supply, Inc.               |           | tracy@kkconstructionsupply.com            |                |            | 8/8/2024 14:30 | Delivered |
| K R C SAFETY CO. INC.                         | 5.597E+09 | garyc@krccsafety.com                      | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| K.A.T. EQUIPMENT RENTALS, INC.                | 5.627E+09 | kattfreight@hotmail.com                   | 8/8/2024 14:49 | Failed     | 8/8/2024 14:30 | Delivered |
| KAYLEN ENGINEERING, INC.                      |           | kjohnston@floydjohnston.com               |                |            | 8/8/2024 14:30 | Delivered |
| KELSURVEYS INC                                | 9.497E+09 | kelvink@kelsurveys.com                    | 8/8/2024 14:49 | Failed     | 8/8/2024 14:30 | Delivered |
| KELVIN TRANSPORT, INC.                        |           | kelvintransinc@gmail.com                  |                |            | 8/8/2024 14:30 | Delivered |
| KEMET ENGINEERING                             |           | heybloc@icloud.com                        |                |            | 8/8/2024 14:30 | Delivered |
| KICKOFF TRUCKING                              | 3.236E+09 |   | 8/8/2024 14:53 | Failed     |                |           |
| KMT Water Truck Services, Inc.                |           | kmtwatertrucks@gmail.com                  |                |            | 8/8/2024 14:30 | Delivered |
| R.M.C. Trucking, Inc.                         |           | rmctruckinginc65@gmail.com                |                |            | 8/8/2024 14:30 | Delivered |
| RAC Construction & Engineering, Inc.          |           | rclaudio@racconstruction.biz              |                |            | 8/8/2024 14:30 | Delivered |
| Maverick Sweeping, LLC                        |           | admin@mavericksweeping.com                |                |            | 8/8/2024 14:30 | Delivered |
| MAXX MILES TRUCKING LLC                       |           | maxxmiles60@gmail.com                     |                |            | 8/8/2024 14:30 | Delivered |
| MC CULLOUGH CONSTRUCTION, INC.                | 7.078E+09 | chelseyrios@mcculloughconstructioninc.com | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| MCC EQUIPMENT RENTALS, INC.                   | 9.098E+09 | cmunoz@mccpipeline.com                    | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| McKim Corporation                             | 4.088E+09 | santino@mckimcorp.com                     | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| MEROE CORPORATION                             |           | darius.dmj@gmail.com                      |                |            | 8/8/2024 14:30 | Delivered |
| MICHAEL SANCHEZ SURVEYING & INSPECTIONS, INC. |           | sanchezmikea@yahoo.com                    |                |            | 8/8/2024 14:30 | Delivered |
| MOLINA, EDUARDO E                             |           | duststoppers03@yahoo.com                  |                |            | 8/8/2024 14:30 | Delivered |
| Montgomery Construction Services, Inc.        | 6.195E+09 | patriciaa@montcsi.com                     | 8/8/2024 14:53 | Failed     | 8/8/2024 14:30 | Delivered |
| MOORE SWEEPING                                | 9.163E+09 | info@mooresweep.com                       | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| Mora's Equipment & Construction, Inc.         | 5.624E+09 | davidjr@morasequipment.com                | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| Morales Trucking                              | 7.145E+09 | moralestrucking_d@yahoo.com               | 8/8/2024 14:53 | Failed     | 8/8/2024 14:30 | Delivered |
| MORI Consulting LLC                           | 7.029E+09 | manuel@moriconsulting.net                 | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| MRG Concrete Cutting                          | 8.055E+09 | mrgconcretecutting@yahoo.com              | 8/8/2024 14:44 | Failed     | 8/8/2024 14:30 | Delivered |
| MUKASA FREIGHT, INC.                          |           | team@mukasafreight.com                    |                |            | 8/8/2024 14:30 | Delivered |
| NEW HORIZON DEMOLITION / N.H. HAULING         | 8.188E+09 | luispena4all@yahoo.com                    | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| NEWLAND ENTITIES, INC                         |           | rcervantes@newlandentities.com            |                |            | 8/8/2024 14:30 | Delivered |
| OBS Engineering, Inc.                         |           | admin@obs-engineering.com                 |                |            | 8/8/2024 14:30 | Delivered |
| OMAR AND SONS TRUCKING                        | 5.629E+09 | omarandsonstrucking@gmail.com             | 8/8/2024 14:43 | Failed     | 8/8/2024 14:30 | Delivered |
| VB TRANSPORT                                  |           | vanionbeard1@gmail.com                    |                |            | 8/8/2024 14:30 | Delivered |
| VELARDE CONCRETE CONSTRUCTION INC             | 8.189E+09 | maria@velardeconcreteinc.com              | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| Veridico Group, Inc                           | 9.169E+09 | vida.wright@veridicogroup.com             | 8/8/2024 14:46 | Failed     | 8/8/2024 14:30 | Delivered |
| VOBECKY ENTERPRISES, INC.                     | 6.266E+09 | bianca@vobecky.com                        | 8/8/2024 14:42 | Failed     | 8/8/2024 14:30 | Delivered |
| Volta Farrera                                 |           | sandiegoconcretéguy@gmail.com             |                |            | 8/8/2024 14:30 | Delivered |
| VT Electric, Inc                              | 9.1E+09   | tony@vtelectric.net                       | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| W&J Lazaro, Inc.                              | 7.603E+09 | alexistrucking1@gmail.com                 | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| WAGNER ENGINEERING & SURVEY, INC              | 8.185E+09 | mail@wesinc.org                           | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| Water Components & Building, Supply, Inc.     | 4.155E+09 | jane@watercomponents.com                  | 8/8/2024 14:49 | Failed     | 8/8/2024 14:30 | Delivered |
| MAPCA Surveys, Inc.                           | 7.755E+09 | liz@mapcasurveys.com                      | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |

|   |           |                                   |                |            |                |           |
|---|-----------|-----------------------------------|----------------|------------|----------------|-----------|
| MASS X INC.   | 5.593E+09 | massx6@hotmail.com                | 8/8/2024 14:37 | Successful | 8/8/2024 14:30 | Delivered |
| Matrix Railway Corp.  | 6.316E+09 | nelson.rivas@matrixrailway.com    | 8/8/2024 14:50 | Failed     | 8/8/2024 14:36 | Delivered |
| MATTOS EQUIPMENT TRANSPORT, LLC                                   | 2.098E+09 | r.mattos@sbcglobal.net            | 8/8/2024 14:53 | Failed     | 8/8/2024 14:36 | Delivered |
| MATZENAUER ELECTRIC, INC  | 6.194E+09 | diana@matzenauer.com              | 8/8/2024 14:52 | Failed     | 8/8/2024 14:36 | Delivered |
| Lavina Trucking, Inc.   | 4.159E+09 | lavinatrucking@yahoo.com          | 8/8/2024 14:44 | Failed     | 8/8/2024 14:36 | Delivered |
| LAX EQUIPMENT   | 3.103E+09 | rentals@laxequipmentinc.net       | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| LD INNOVATIONS, LLC.  |           | ldinnovations1@gmail.com          |                |            | 8/8/2024 14:36 | Delivered |
| LEINAIA'S TRANSPORTATION  | 7.61E+09  | leinaiastrucking@sbcglobal.net    | 8/8/2024 14:53 | Failed     | 8/8/2024 14:36 | Delivered |
| LOS ANGELES DELUXE SWEEPING INC.                                  |           | ladeluxesweeping@icloud.com       |                |            | 8/8/2024 14:36 | Delivered |
| Lucky Seven Trucking  | 6.614E+09 | leonardoolivo@hotmail.com         | 8/8/2024 14:55 | Failed     | 8/8/2024 14:36 | Delivered |
| M & B WATER TRUCKS, INC   | 9.095E+09 | catmojica@icloud.com              | 8/8/2024 14:53 | Failed     | 8/8/2024 14:36 | Delivered |
| M J AVILA COMPANY, INC.   | 5.598E+09 | maryjoa@mjavila.com               | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| M S Lee Enterprises, Inc  | 5.596E+09 | monslee@yahoo.com                 | 8/8/2024 14:45 | Failed     | 8/8/2024 14:36 | Bounced   |
| M&M Hauling LLC   |           | megmikehaulingllc@gmail.com       |                |            | 8/8/2024 14:36 | Delivered |
| M. HERNANDEZ CONSTRUCTION INC.(DBA) HERNANDEZ ENGINEERING         | 4.158E+09 | mariano@hernandez-engineering.com | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| MANERI TRAFFIC CONTROL  | 9.517E+09 | mmaneri@maneritraficcontrol.com   | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| Laser Bridge Industries, LLC                                      | 6.781E+09 | marcocan@laserbri.com             | 8/8/2024 14:50 | Failed     | 8/8/2024 14:36 | Delivered |
| Kodiak Trucking Inc.  | 6.614E+09 | marco@kodiaktruckinginc.com       | 8/8/2024 14:42 | Failed     | 8/8/2024 14:36 | Delivered |
| L & L TRUCKING  | 8.005E+09 | rosby_l@msn.com                   | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| L RILEY TRUCKING  | 3.105E+09 | lrileytrucking@yahoo.com          | 8/8/2024 14:53 | Failed     | 8/8/2024 14:36 | Delivered |
| L.A.C. MOTOR ENTERPRISES, INC.                                    | 6.269E+09 | lacmotorenterprises@netzero.com   | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Bounced   |
| LA FIRMA INC.   | 5.104E+09 | vb@lafirmainc.com                 | 8/8/2024 14:51 | Failed     | 8/8/2024 14:36 | Bounced   |
| Landscape Support Services, Inc.                                  | 6.616E+09 | ssturm@lssc.com                   | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| LANGLEY TRAFFIC SERVICE, INC.                                     | 2.156E+09 | mark@langley1.us                  | 8/8/2024 14:49 | Failed     | 8/8/2024 14:36 | Delivered |
| Freight Guardian Logistics, Inc.                                  | 8.325E+09 | art@freightguardians.com          | 8/8/2024 14:52 | Failed     | 8/8/2024 14:36 | Bounced   |
| FRESNO CONCRETE CONSTRUCTION, INC.                                | 5.598E+09 | jodie@fresnoconcreteconst.com     | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| FULL TRAFFIC MAINTENANCE, INC.                                    | 9.515E+09 | sammysalgado@sbcglobal.net        | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| G & F Concrete Cutting, Inc.                                      | 5.622E+09 | rvi@gfconcretecutting.com         | 8/8/2024 14:49 | Failed     | 8/8/2024 14:36 | Delivered |
| G. O. Rodriguez Trucking, Inc.                                    | 6.268E+09 | info@meangreenfleet.com           | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| FORCE TRAFFIC CONTROL INC   | 5.596E+09 | forcetraffic@earthlink.net        | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| Freedom Concrete Cutting, Inc.                                    | 9.513E+09 | admin@freedomcc.us                | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| FIRST FUEL, INC.  | 8.889E+09 | jkaufman@firstfuel.net            | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| Flash Traffic Inc.  | 6.613E+09 | flashwbe@outlook.com              | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| FMF Pandion   |           | admin@fmfpandion.com              |                |            | 8/8/2024 14:36 | Delivered |
| Berggren Land Surveying & Mapping, Inc. dba/Berggren & Associates | 8.588E+09 | j.berggren@prodigy.net            | 8/8/2024 14:44 | Failed     | 8/8/2024 14:36 | Delivered |
| Bert W Salas Unc.   | 6.193E+09 | bsalaz@bertsalasinc.com           | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| Black Diamond Asphalt, Inc  | 7.074E+09 | aragan@blackdiamondasphalt.com    | 8/8/2024 14:50 | Failed     | 8/8/2024 14:36 | Delivered |
| BLANCO CONSTRUCTION   | 9.516E+09 | lawym2004@aol.com                 | 8/8/2024 14:38 | Successful | 8/8/2024 14:36 | Delivered |
| Bridgeforth Trucking Company, LLC                                 |           | 1800btc@gmail.com                 |                |            | 8/8/2024 14:36 | Delivered |
| BUBBAS WATER TRUCK SERVICE, INC.                                  | 5.592E+09 | gina@bubbawsmts.com               | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| BUNKER ENGINEERING  |           | estimating@bunker-engineering.com |                |            | 8/8/2024 14:36 | Bounced   |
| Burtch Trucking, Inc.   | 6.614E+09 | eric@burtchconstruction.com       | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| BWW & COMPANY, INC  | 9.098E+09 | b-w-w@live.com                    | 8/8/2024 14:50 | Failed     | 8/8/2024 14:36 | Bounced   |
| C & S TRUCKING  | 8.183E+09 | csanchez@socal.rr.com             | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| C G O CONSTRUCTION COMPANY  | 9.099E+09 | cgoconst2@msn.com                 | 8/8/2024 14:38 | Successful | 8/8/2024 14:36 | Delivered |
| Fayzamerica llc   | 3.104E+09 | constructionclient@gmail.com      | 8/8/2024 14:49 | Failed     | 8/8/2024 14:36 | Delivered |
| FERGUSON SAFETY PRODUCTS  | 8.315E+09 | postmaster@preventsuicide.com     | 8/8/2024 14:37 | Successful | 8/8/2024 14:36 | Delivered |
| FFKM ENGINEERING CONSTRUCTION, INC.                               | 6.616E+09 | frew.kotisso@ffkmengineering.com  | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| Fireman Rock & Nursery Inc  | 7.602E+09 | firemannursery@gmail.com          | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| FAST TRACK ENGINEERING  |           | fstrackinc@gmail.com              |                |            | 8/8/2024 14:36 | Delivered |
| ALYSON Corporation  | 6.196E+09 | randi@alysoncorp.com              | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| America pacific construction INC                                  | 7.144E+09 | apconstruction09@gmail.com        | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |

|   |           |                                  |                |            |                |           |
|---|-----------|----------------------------------|----------------|------------|----------------|-----------|
| ANOTHER CHANCE TRUCKING, LLC              |           | anotherchancetrucking@gmail.com  |                |            | 8/8/2024 14:36 | Delivered |
| APADANA ENGINEERING, INC.                 | 4.159E+09 | sopida@apadana.us                | 8/8/2024 15:02 | Failed     | 8/8/2024 14:36 | Delivered |
| Arguello Concrete Construction, Inc.      | 5.593E+09 | arguelloconcrete@sbcglobal.net   | 8/8/2024 14:55 | Failed     | 8/8/2024 14:36 | Delivered |
| ARROYO TRUCKING, INC.                     |           | arroyotkg@comcast.net            |                |            | 8/8/2024 14:36 | Delivered |
| AW Transport Services Inc.                | 7.078E+09 | awtransportservicesinc@gmail.com | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| B&E Supply and Equipment LLC              | 8.055E+09 | bandesupply@gmail.com            | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| B. L. Equipment Rental                    | 5.596E+09 | blequipment@gmail.com            | 8/8/2024 15:02 | Failed     | 8/8/2024 14:36 | Delivered |
| Bajada Geosciences, Inc.                  |           | jim.bianchin@gmail.com           |                |            | 8/8/2024 14:36 | Delivered |
| BANWAIT TRUCKING INC                      |           | banwaittrucking@gmail.com        |                |            | 8/8/2024 14:36 | Delivered |
| BARBARA J. SALES ASSOCIATES, INC.         | 8.008E+09 | barb@barbarajsales.com           | 8/8/2024 14:53 | Failed     | 8/8/2024 14:36 | Delivered |
| BAY LINE CUTTING & CORING, INC.           | 4.155E+09 | daniel@baylinecutting.com        | 8/8/2024 14:53 | Failed     | 8/8/2024 14:36 | Delivered |
| Bayside Engineering Construction Inc.     | 6.196E+09 | jorge.rivero@baysideec.com       | 8/8/2024 15:02 | Failed     | 8/8/2024 14:36 | Delivered |
| BC Schmidt Construction, Inc.             | 5.305E+09 | cs@bcschmidt.com                 | 8/8/2024 15:02 | Failed     | 8/8/2024 14:36 | Bounced   |
| BELLAKAI CONSTRUCTION                     |           | bellakaiconstruction@gmail.com   |                |            | 8/8/2024 14:36 | Delivered |
| All seasons Dispatch LLC                  |           | allseasons.dispatch247@gmail.com |                |            | 8/8/2024 14:36 | Delivered |
| Aloha Construction Services, Inc.         | 9.517E+09 | rose@alohaconstructionsi.com     | 8/8/2024 14:51 | Failed     | 8/8/2024 14:36 | Delivered |
| ALTA LAND SURVEYING, INC                  | 6.196E+09 | jamie@altalandsurveying.com      | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| RFE ENGINEERING, INC.                     | 9.168E+09 | reynck@rfeengineering.com        | 8/8/2024 15:02 | Failed     | 8/8/2024 14:36 | Delivered |
| RIO JORDAN CONSTRUCTION, INC.             | 8.883E+09 | jordan@riojordaninc.com          | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| Robert Thomas Jones                       | 6.615E+09 | robert.jones6127@yahoo.com       | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| ROBIN VANDEVORT WATER TRUCK SERVICE       |           | wtrchik76@gmail.com              |                |            | 8/8/2024 14:36 | Delivered |
| ROBINSON SWEEPING INC                     | 2.097E+09 | robinsonssweeping@yahoo.com      | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| ROCK STRUCTURES CONSTRUCTION COMPANY      | 9.513E+09 | rockstructures@sbcglobal.net     | 8/8/2024 15:03 | Failed     | 8/8/2024 14:36 | Delivered |
| ROCKWEST TRUCKING LLC                     |           | alvin_tate@aol.com               |                |            | 8/8/2024 14:36 | Delivered |
| ROMERO GENERAL CONSTRUCTION CORP.         | 7.605E+09 | kreilly@romerogc.com             | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| Roofers Mart of Southern California, Inc. | 9.095E+09 | grobles@roofers-mart.com         | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| ROSCO CORPORATION                         |           | roscoinmendo@hotmail.com         |                |            | 8/8/2024 14:36 | Delivered |
| ROWLAND TRUCKING INC                      |           | rowland.trucking@aol.com         |                |            | 8/8/2024 14:36 | Delivered |
| RSE Corporation                           | 6.506E+09 | pleong@rsecorp.com               | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| RUAV PRO Drone, Erosion and Sediment LLC  |           | ringsuavproviderllc@gmail.com    |                |            | 8/8/2024 14:36 | Delivered |
| Rupert Construction Supply, LP            | 9.167E+09 | nick@rupertsupply.com            | 8/8/2024 14:51 | Failed     | 8/8/2024 14:36 | Delivered |
| S & J EXPRESS INC                         |           | sjexpress9898@yahoo.com          |                |            | 8/8/2024 14:36 | Delivered |
| S & S TRUCKING                            | 5.104E+09 | michael@snsands.com              | 8/8/2024 14:47 | Successful | 8/8/2024 14:36 | Delivered |
| S&S motors trucking Inc                   |           | sstrucking10@gmail.com           |                |            | 8/8/2024 14:36 | Delivered |
| S.A.M. RHODES, INC.                       |           | contact@samrhodesinc.com         |                |            | 8/8/2024 14:36 | Delivered |
| S.T. RHOADES CONSTRUCTION, INC.           | 5.302E+09 | steve@strhoadesinc.com           | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| Safeway Sign Company                      | 7.602E+09 | ap@safewaysign.com               | 8/8/2024 15:02 | Failed     | 8/8/2024 14:36 | Delivered |
| SAILROCK CONSTRUCTORS INC.                |           | courtney@sailrockinc.com         |                |            | 8/8/2024 14:36 | Bounced   |
| SAM'S EQUIPMENT & SUPPLIES                | 5.593E+09 | samsequipment@comcast.net        | 8/8/2024 14:47 | Successful | 8/8/2024 14:36 | Delivered |
| SAN FRANCISCO TRANSPORT SERVICES, INC.    | 4.158E+09 | yvonne@sfrtransportservice.com   | 8/8/2024 14:58 | Failed     | 8/8/2024 14:36 | Delivered |
| SAN JOSE TRANSPORT                        | 4.088E+09 | jim@sanjosetransport.com         | 8/8/2024 14:58 | Failed     | 8/8/2024 14:36 | Delivered |
| SANTA CLARITA VALLEY ELECTRIC             | 6.618E+09 | ryanmcaster@sbcglobal.net        | 8/8/2024 15:02 | Failed     | 8/8/2024 14:36 | Delivered |
| SAWMAN CONCRETE CUTTING INC               | 8.187E+09 | alsawman@gmail.com               | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| SCHOTKA CONSTRUCTION INC                  | 7.073E+09 | dschotka@aol.com                 | 8/8/2024 15:02 | Failed     | 8/8/2024 14:36 | Delivered |
| Sealright Paving, Inc.                    | 6.195E+09 | monique@sealrightpavinginc.com   | 8/8/2024 15:02 | Failed     | 8/8/2024 14:36 | Delivered |
| Seamair Construction, Inc.                | 8.054E+09 | info@seamairinc.com              | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| Servitek Electric, Inc                    | 6.265E+09 | greyes@servitekelectric.com      | 8/8/2024 14:47 | Successful | 8/8/2024 14:36 | Delivered |
| SIERRA RANGE CONSTRUCTION                 | 5.596E+09 | richie@sierrarange.com           | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| SM SALES, 75TH STREET QUARRY & RECYCLING  | 6.613E+09 | jpusic@smsalesinc.com            | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| SO CAL TRANSPORTATION                     |           | socaltranspo@gmail.com           |                |            | 8/8/2024 14:36 | Delivered |
| SPURS TRUCKING AND EQUIPMENT INC          |           | spurstucking@frontiernet.net     |                |            | 8/8/2024 14:36 | Delivered |
| STARCREST EQUIPMENT INC                   |           | judy@starcrestequipment.com      |                |            | 8/8/2024 14:36 | Bounced   |



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|---|-----------|--------------------------------------|----------------|------------|----------------|-----------|
| STEVE DOVALI CONSTRUCTION, INC.                 | 5.595E+09 | dovaliconstruction@gmail.com         | 8/8/2024 15:02 | Failed     | 8/8/2024 14:36 | Delivered |
| STORMWATER SPECIALISTS INC                      | 9.164E+09 | mary@stormwaterspecialists.com       | 8/8/2024 14:52 | Failed     | 8/8/2024 14:36 | Delivered |
| Strive Concrete Cutting, Inc                    | 7.146E+09 | schavez@striveconcrete.com           | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| Suulutaag, Inc                                  | 7.074E+09 | winona.beesing@suulutaag.com         | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| SWPPP CAL, LLC                                  |           | blancah@swpppcal.com                 |                |            | 8/8/2024 14:36 | Delivered |
| T3 Group, Inc.                                  |           | info@t3group.us                      |                |            | 8/8/2024 14:36 | Delivered |
| TAVARES TRUCKIN                                 | 7.143E+09 | tavarestruckin@gmail.com             | 8/8/2024 14:53 | Failed     | 8/8/2024 14:36 | Delivered |
| Taylor Jane Construction LP                     |           | angie@taylorjaneconstruction.com     |                |            | 8/8/2024 14:36 | Delivered |
| TERRA FIRMA WATER TRUCKS, LLC                   |           | jacqueline@socalwatertrucks.com      |                |            | 8/8/2024 14:36 | Delivered |
| TERRA WEST, INC                                 | 6.196E+09 | roberto@terrawestinc.com             | 8/8/2024 14:47 | Successful | 8/8/2024 14:36 | Delivered |
| Thirty Five Trucking LLC                        |           | thirtyfivetrucking@gmail.com         |                |            | 8/8/2024 14:36 | Delivered |
| TITAN DISPOSAL CO., INC.                        | 6.263E+09 | jamie@titandisposal.com              | 8/8/2024 14:52 | Failed     | 8/8/2024 14:36 | Delivered |
| TK TRANSPORTATION, INC.                         | 5.308E+09 | tktransportation15@email.net         | 8/8/2024 15:02 | Failed     | 8/8/2024 14:36 | Bounced   |
| Top Hand Heavy Equipment Rental, LLC            |           | carissabarcelona@gmail.com           |                |            | 8/8/2024 14:36 | Delivered |
| TOURE' ASSOCIATES ENVIRONMENTAL ENGINEERING INC | 5.592E+09 | tshaka@toureinc.com                  | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| TOWO ENTERPRISE, INC.                           |           | luichung@towoenterprise.com          |                |            | 8/8/2024 14:36 | Delivered |
| TRANSAMERICAN ENGINEERS & ASSOCIATES            | 4.156E+09 | bpierce@transamericanengineers.com   | 8/8/2024 15:02 | Failed     | 8/8/2024 14:36 | Delivered |
| TRANSPORTEK LOGISTICS INC                       | 2.705E+09 | info@transporteklogistics.com        | 8/8/2024 14:47 | Successful | 8/8/2024 14:36 | Bounced   |
| TRAYLOR TRUCKING                                |           | thekeepitmovinggroup@gmail.com       |                |            | 8/8/2024 14:36 | Delivered |
| TRUE CHAMPIONS INC.                             | 6.193E+09 | tci@truechampions.net                | 8/8/2024 14:58 | Failed     | 8/8/2024 14:36 | Delivered |
| Tucker Technology, Inc. (TTI)                   |           | conchita@tuckertech.com              |                |            | 8/8/2024 14:36 | Delivered |
| ALTA SERVICES, INC                              | 9.514E+09 | mario@altacontracting.com            | 8/8/2024 14:58 | Failed     | 8/8/2024 14:36 | Delivered |
| Alvarez And Shaw, Inc.                          | 6.196E+09 | calvarez@alvarezandshaw.com          | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| Aguirre Engineering Inc.                        | 6.195E+09 | mickey@aguirre-inc.com               | 8/8/2024 15:03 | Failed     | 8/8/2024 14:36 | Delivered |
| ALAMEDA CONSTRUCTION SERVICES, INC.             | 3.106E+09 | kramsey@alamedaconstruction.com      | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| ALERT-O-LITE, INC                               | 8.668E+09 | debbieh@alertolite.com               | 8/8/2024 14:47 | Successful | 8/8/2024 14:36 | Delivered |
| ALFARO GENERAL ENGINEERING                      | 7.759E+09 | malfaro@alfaroengineering.com        | 8/8/2024 14:47 | Successful | 8/8/2024 14:36 | Bounced   |
| Eric Ludwig                                     |           | ericludwig85@gmail.com               |                |            | 8/8/2024 14:36 | Delivered |
| Garden of Eden Landscapes, Inc.                 |           | office@groundforceenterprises.com    |                |            | 8/8/2024 14:36 | Delivered |
| GARY QUIMILMANS WATER TRUCK SERVICE, INC.       | 7.609E+09 | gqwatertrucks@gmail.com              | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| GASPAR TRANSPORTATION INC.                      | 8.668E+09 | gaspartransportationinc@gmail.com    | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| GATES ENTERPRISES, INC                          | 9.493E+09 | jgates.gei1@gmail.com                | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| Genesis Dispatch, Inc.                          | 3.237E+09 | kathy@genesisdspatch.com             | 8/8/2024 14:47 | Successful | 8/8/2024 14:36 | Delivered |
| Genuine Engineering Inc                         | 9.517E+09 | info@genuineinc.net                  | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| Geocadd, Inc.                                   | 9.254E+09 | sandra@geocaddsurveys.com            | 8/8/2024 14:55 | Failed     | 8/8/2024 14:36 | Delivered |
| GERONIMO CONCRETE, INC.                         | 3.232E+09 | geronimo_concrete@sbglobal.net       | 8/8/2024 14:46 | Successful | 8/8/2024 14:36 | Delivered |
| GLOBAL ADVISORS USA INC.                        |           | jene@globaladvisorsusa.com           |                |            | 8/8/2024 14:36 | Delivered |
| GLOBAL ROAD SEALING, INC                        | 7.149E+09 | jennydinh@globalroadsealing.com      | 8/8/2024 15:02 | Failed     | 8/8/2024 14:36 | Delivered |
| Global Transloading, LLC                        | 5.625E+09 | shannongriego@globaltransloading.com | 8/8/2024 14:47 | Successful | 8/8/2024 14:36 | Delivered |
| Go-Fer Trucking, Inc.                           |           | goferearthworks@yahoo.com            |                |            | 8/8/2024 14:36 | Delivered |
| Golden State Municipal Construction, LLC        |           | arguelloa@gsmc-llc.com               |                |            | 8/8/2024 14:36 | Bounced   |
| Golden Streak Investments Inc                   | 5.623E+09 | sbtransportteam@gmail.com            | 8/8/2024 14:57 | Failed     | 8/8/2024 14:36 | Delivered |
| GOLDEN SUN CONSTRUCTION, INC                    |           | meilingyip63@gmail.com               |                |            | 8/8/2024 14:36 | Delivered |
| GRAND BRIDGE INC                                |           | smourtada@grandbridgeinc.com         |                |            | 8/8/2024 14:36 | Delivered |
| GREEN BUILDING PRODUCTS, INC                    | 9.164E+09 | carole@greenbpi.com                  | 8/8/2024 15:00 | Failed     | 8/8/2024 14:36 | Delivered |
| GREEN CLEAN WATER & WASTE SERVICES, INC.        | 9.492E+09 | frankie@gcwinc.com                   | 8/8/2024 14:55 | Successful | 8/8/2024 14:36 | Delivered |
| Gregory Construction Equipment LLC              |           | gcelicacc@gmail.com                  |                |            | 8/8/2024 14:36 | Delivered |
| GT Material Trucking Solutions Inc.             | 5.302E+09 | gttruckingmaterial@gmail.com         | 8/8/2024 14:55 | Successful | 8/8/2024 14:42 | Delivered |
| Hard Hat Sweeping, Inc.                         | 5.629E+09 | hardhatsweeping@gmail.com            | 8/8/2024 15:11 | Failed     | 8/8/2024 14:42 | Delivered |
| Eric's Backhoe Service, Inc.                    |           | serranohe@aol.com                    |                |            | 8/8/2024 14:42 | Delivered |
| ESP Surveying, Inc.                             | 5.594E+09 | info@espls.com                       | 8/8/2024 14:55 | Successful | 8/8/2024 14:42 | Delivered |
| ETZATLAN TRUCKING                               |           | etzatlantrucking@gmail.com           |                |            | 8/8/2024 14:42 | Delivered |



|   |           |  |                |            |                |           |
|---|-----------|--|----------------|------------|----------------|-----------|
| EV TRUCKING INC.                        |           | e-vera71@hotmail.com                     |                |            | 8/8/2024 14:42 | Delivered |
| AC-DC ELECTRIC                          | 5.629E+09 |  | 8/8/2024 14:55 | Successful |                |           |
| Access General Contracting, Inc.        | 7.146E+09 | elizabeth@accessgcinc.com                | 8/8/2024 15:09 | Failed     | 8/8/2024 14:42 | Delivered |
| ACCETTA CONSTRUCTION EQUIPMENT SERVICES | 3.108E+09 | natalie.aces@gmail.com                   | 8/8/2024 15:07 | Failed     | 8/8/2024 14:42 | Delivered |
| Accio Ads, LLC.                         | 3.105E+09 | eric.vasquez@accioads.com                | 8/8/2024 14:56 | Successful | 8/8/2024 14:42 | Delivered |
| ABSL Construction                       | 5.107E+09 | daryl@abslconstruction.com               | 8/8/2024 14:55 | Successful | 8/8/2024 14:42 | Delivered |
| AARDVARK BIOLOGICAL SERVICES LLC        |           | klazordonez@gmail.com                    |                |            | 8/8/2024 14:42 | Delivered |
| ABC CONSTRUCTION SPECIALTIES            | 9.099E+09 | artv@abccconstructionspecialties.com     | 8/8/2024 15:08 | Failed     | 8/8/2024 14:42 | Bounced   |
| Hard Way Transportation, Inc.           |           | dlightfoot@hwtransports.com              |                |            | 8/8/2024 14:42 | Delivered |
| HBAT TRUCKING                           | 8.189E+09 | hbatrucking@gmail.com                    | 8/8/2024 15:04 | Failed     | 8/8/2024 14:42 | Delivered |
| Hearn Construction, Inc.                | 8.057E+09 | toni@bobsbackhoeinc.com                  | 8/8/2024 14:55 | Successful | 8/8/2024 14:42 | Delivered |
| Heir & Son Construction, INC            |           | heirandson@comcast.net                   |                |            | 8/8/2024 14:42 | Bounced   |
| Henry James Logistics, Inc.             |           | hjlinc@gmail.com                         |                |            | 8/8/2024 14:42 | Delivered |
| Her-Con Construction Services, Inc.     |           | hercon7774511@aol.com                    |                |            | 8/8/2024 14:42 | Delivered |
| HHR, Inc                                | 3.105E+09 | ltamayo@harborentals.com                 | 8/8/2024 15:00 | Failed     | 8/8/2024 14:42 | Delivered |
| HIGH-LIGHT ELECTRIC, INC.               | 9.514E+09 | erwin.mendoza@hleincusa.com              | 8/8/2024 14:55 | Successful | 8/8/2024 14:42 | Delivered |
| HOFER CORPORATION                       | 6.197E+09 | hofercorp@yahoo.com                      | 8/8/2024 15:12 | Failed     | 8/8/2024 14:42 | Delivered |
| HOTSHOT TRUCKING                        | 3.232E+09 | dickson877@sbcglobal.net                 | 8/8/2024 15:11 | Failed     | 8/8/2024 14:42 | Delivered |
| HUB CITY TRUCKING LLC                   |           | dbeverly@hubcitytrucking.com             |                |            | 8/8/2024 14:42 | Delivered |
| HUGO'S TRUCKING                         | 8.189E+09 |  | 8/8/2024 15:12 | Failed     |                |           |
| Humble Trucking LLC                     |           | llc.humbletrucking@gmail.com             |                |            | 8/8/2024 14:42 | Delivered |
| HYM Engineering, Inc.                   | 5.622E+09 | ajeon@hymengineering.com                 | 8/8/2024 14:55 | Successful | 8/8/2024 14:42 | Delivered |
| IBARRA GENERAL ENGINEERING INC          | 9.513E+09 | ibarrasgrading6@gmail.com                | 8/8/2024 14:56 | Successful | 8/8/2024 14:42 | Delivered |
| IMMERSION LLC                           | 5.627E+09 | immersion.jennifer@gmail.com             | 8/8/2024 15:08 | Failed     | 8/8/2024 14:42 | Delivered |
| IN THE DIRT TRUCKING LLC                |           | inthedirt3@gmail.com                     |                |            | 8/8/2024 14:42 | Delivered |
| INDIAN CONSTRUCTION INC                 | 9.099E+09 | jayshackelford7@gmail.com                | 8/8/2024 14:55 | Successful | 8/8/2024 14:42 | Delivered |
| INLAND CONSTRUCTION EQUIPMENT, INC.     |           | inlandconstructionequipmentinc@gmail.com |                |            | 8/8/2024 14:42 | Delivered |
| 1 UPFRONT                               |           | jodieconard@yahoo.com                    |                |            | 8/8/2024 14:42 | Delivered |
| 5 AB TRANS INC                          |           | office@5abtrans.com                      |                |            | 8/8/2024 14:42 | Delivered |
| A & M CONSULTING ENGINEERS              | 8.449E+09 | javier@am-engr.com                       | 8/8/2024 15:00 | Failed     | 8/8/2024 14:42 | Delivered |
| A STAR SWEEPING, LLC                    |           | bids@astarsweeping.com                   |                |            | 8/8/2024 14:42 | Delivered |
| A.C. PAVING COMPANY                     | 5.629E+09 | tony@acpavingcompany.net                 | 8/8/2024 15:08 | Failed     | 8/8/2024 14:42 | Delivered |
| A.R.M. TRUCKING                         | 6.614E+09 | ar0174733@gmail.com                      | 8/8/2024 15:07 | Failed     | 8/8/2024 14:42 | Delivered |
| A/Z FREEWAY LOGISTICS INC.              |           | daniel12abr@gmail.com                    |                |            | 8/8/2024 14:42 | Delivered |
| A1 TRUCKING SVS INC                     |           | a1truckingsvsinc@gmail.com               |                |            | 8/8/2024 14:42 | Delivered |
| A2B FREIGHT BROKERAGE LLC               |           | carolbarnes@hotmail.com                  |                |            | 8/8/2024 14:42 | Delivered |

## Exhibit B2 - Phone Log

| Company Name  | Phone        | 1st Call Date | Notes:  | 2nd Call Date | Notes:                                  |
|---|--------------|---------------|---|---------------|---|
| 1 UPFRONT   | 530-354-4732 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| 5 AB TRANS INC  | 510-674-3997 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| A & M CONSULTING ENGINEERS  | 559-429-4747 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| A STAR SWEEPING, LLC  | 916-717-2969 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| A.C. PAVING COMPANY   | 562-868-5070 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| A.R.M. TRUCKING   | 818-424-9759 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| A/Z FREEWAY LOGISTICS INC.  | 206-393-2059 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| A1 TRUCKING SVS INC   | 510-828-0270 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NOT BIDDING                             |
| A2B FREIGHT BROKERAGE LLC   | 323-428-0225 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| AARDVARK BIOLOGICAL SERVICES LLC                                  | 650-224-9375 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| ABC CONSTRUCTION SPECIALTIES                                      | 909-982-5556 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| ABSL Construction   | 510-727-0900 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| AC-DC ELECTRIC  | 562-926-5737 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| Access General Contracting, Inc.                                  | 714-373-0066 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| ACCETTA CONSTRUCTION EQUIPMENT SERVICES                           | 310-833-6573 | 8/13/2024     | NUMBER NOT IN SERVICE                               | 8/27/2024     | NUMBER NOT IN SERVICE                   |
| Accio Ads, LLC.   | 424-369-8183 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NOT BIDDING                             |
| ACCULINE SURVEY, INC  | 858-483-6665 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| Acme Safety & Supply Corp.  | 619-299-5100 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| ACTION ENTERPRISES  | 562-591-8880 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| Adanta, Inc.  | 707-709-8894 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| AFS INVESTMENTS, LLC  | 909-973-4533 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| Aguirre Engineering Inc.  | 619-464-6978 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| ALAMEDA CONSTRUCTION SERVICES, INC.                               | 310-635-3277 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| ALERT-O-LITE, INC   | 559-453-2474 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| ALFARO GENERAL ENGINEERING  | 916-276-9627 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| All seasons Dispatch LLC  | 818-336-0250 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NOT BIDDING                             |
| Aloha Construction Services, Inc.                                 | 760-402-0710 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| ALTA LAND SURVEYING, INC  | 619-713-2582 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| ALTA SERVICES, INC  | 951-393-6950 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NOT BIDDING                             |
| Alvarez And Shaw, Inc.  | 619-383-4102 | 8/13/2024     | Resend email invite to estimates@alvarezandshaw.com | 8/27/2024     | NO ANSWER                               |
| ALYSON Corporation  | 619-851-3331 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| America pacific construction INC                                  | 559-577-9999 | 8/13/2024     | NUMBER NOT IN SERVICE                               | 8/27/2024     | NUMBER NOT IN SERVICE                   |
| ANOTHER CHANCE TRUCKING, LLC                                      | 657-239-7299 | 8/13/2024     | BIDDING   | 8/27/2024     | BIDDING                                 |
| APADANA ENGINEERING, INC.   | 415-300-6600 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| Arguello Concrete Construction, Inc.                              | 559-779-3068 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| ARROYO TRUCKING, INC.   | 925-447-8440 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| AW Transport Services Inc.  | 707-798-2130 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| B&E Supply and Equipment LLC                                      | 805-467-5411 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NOT BIDDING                             |
| B. L. Equipment Rental  | 559-967-7497 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| Bajada Geosciences, Inc.  | 530-638-5263 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| BANWAIT TRUCKING INC  | 209-834-4466 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| BARBARA J. SALES ASSOCIATES, INC.                                 | 412-523-3398 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| BAY LINE CUTTING & CORING, INC.                                   | 415-508-1800 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| Bayside Engineering Construction Inc.                             | 619-302-9651 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| BC Schmidt Construction, Inc.                                     | 530-473-5423 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| BELLAKAI CONSTRUCTION   | 808-895-8933 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| Berggren Land Surveying & Mapping, Inc. dba/Berggren & Associates | 858-824-0034 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| Bert W Salas Unc.   | 619-562-7711 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| Black Diamond Asphalt, Inc  | 209-581-6815 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| BLANCO CONSTRUCTION   | 951-250-6692 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| Bridgeforth Trucking Company, LLC                                 | 818-438-6064 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| BUBBAS WATER TRUCK SERVICE, INC.                                  | 559-289-3401 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| BUNKER ENGINEERING  | 760-668-8755 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| Burch Trucking, Inc.  | 661-399-1736 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| BWW & COMPANY, INC  | 909-268-8516 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| C & S TRUCKING  | 818-360-1597 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| C G O CONSTRUCTION COMPANY  | 909-930-5501 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| C.R. Philipp Inc  | 661-998-9456 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| C.W. CROSSER CONSTRUCTION, INC                                    | 714-366-5386 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NOT BIDDING                             |
| Cain Trucking Inc.  | 559-686-5707 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| CALI CONCRETE   | 661-398-8143 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NO ANSWER                               |
| CALIFORNIA CONSTRUCTION SURVEYING, INC                            | 209-761-6658 | 8/13/2024     | NO ANSWER   | 8/27/2024     | NOT BIDDING                             |
| CALIFORNIA GRINDING SPECIALTIES, INC. DBA AUSTIN ENTERPRISE       | 661-589-1001 | 8/13/2024     | BIDDING   | 8/27/2024     | BIDDING                                 |
| CALIFORNIA LAND SURVEYOR, INC.                                    | 619-255-5814 | 8/13/2024     | NUMBER NOT IN SERVICE                               | 8/27/2024     | NUMBER NOT IN SERVICE                   |
| CANALES DEMOLITION  | 619-717-0129 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| Caplinger Construction Inc  | 909-880-6200 | 8/13/2024     | Responded to email invite - NOT BIDDING             | 8/27/2024     | Responded to email invite - NOT BIDDING |
| CENTRAL COAST TRAFFIC SAFETY, INC                                 | 805-264-8807 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |
| Central Sweeping Corporation                                      | 209-614-5026 | 8/13/2024     | NOT BIDDING   | 8/27/2024     | NOT BIDDING                             |

|  |              |           |  |           |                             |
|--|--------------|-----------|--|-----------|-----------------------------|
| Central Valley Engineering & Surveying, Inc.                 | 559-891-8811 | 8/13/2024 | Resend email invite to admin@cveas.com | 8/27/2024 | NO ANSWER                   |
| Cerrudo Services, Inc.                                       | 415-883-5017 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| CHANCE F HART  | 707-354-1595 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NOT BIDDING                 |
| Charles N Charge of your freight LLC                         | 209-580-5590 | 8/13/2024 | NUMBER NOT IN SERVICE                  | 8/27/2024 | NUMBER NOT IN SERVICE       |
| Chaudhary & Associates, Inc.                                 | 707-255-2729 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| CK ENGINEERING   | 951-395-1950 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| CLAY MIRANDA TRUCKING, INC.                                  | 559-275-5654 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| CMC Traffic Control Specialists, LLC                         | 415-206-1700 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| COLEMAN ENVIRONMENTAL ENGINEERING INC                        | 707-275-9016 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| COMMAND PERFORMANCE CONSTRUCTORS, INC.                       | 562-997-9410 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| CONTERA CONSTRUCTION CORP.                                   | 909-645-4039 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| D & D Industrial LLC   | 928-322-7320 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Debri, Inc.  | 415-839-8142 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| Deedalus Construction Group, Inc.                            | 888-260-9575 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Dahzn, LLC.  | 209-814-5332 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| DD & L TRUCKING  | 415-332-3599 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| DE LA FUENTE CONSTRUCTION, INC.                              | 619-512-5505 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| DELTECH ENGINEERING, INC                                     | 714-495-9755 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| DESIGN BUILD ENGINEERING CONTRACTORS, INC.                   | 817-928-5468 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| Dillard Trucking, Inc.                                       | 925-634-6850 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| DIRDY DEEDZ DUMPING  | 323-833-0975 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| DISABLED AMERICAN VETERAN ENTERPRISES TRUCKING & SWEEPING, I | 559-370-5756 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Diverscape, Inc.   | 951-245-1686 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| DM TRUCKING  | 714-293-4158 | 8/13/2024 | BIDDING                                | 8/27/2024 | BIDDING                     |
| Dominguez General Engineering, Inc.                          | 909-461-3658 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| DONALD MIRANDA TRUCKING, INC.                                | 559-276-2003 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| DORIS TRUCKING, LLC  | 909-380-2482 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Double E Transportation, Inc.                                | 661-201-7920 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Double G's Supply, Inc.                                      | 530-902-3058 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NOT BIDDING                 |
| DR Traffic Control LLC                                       | 415-441-4410 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| DRAGON MATERIAL TRANSPORT, INC.                              | 559-351-8822 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NOT BIDDING                 |
| DREAMBUILDER CONSTRUCTION CORP                               | 714-646-3697 | 8/13/2024 | PHONE NUMBER NOT IN SERVICE            | 8/27/2024 | PHONE NUMBER NOT IN SERVICE |
| DSS STREET SWEEPING INC.                                     | 760-200-7244 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Duckworth Inc  | 831-915-6804 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NOT BIDDING                 |
| Duran Construction Group                                     | 408-254-4304 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| E. JASPER WRKG. (DEMO) & TRKG                                | 323-754-9877 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| EAGLE ROCK INDUSTRIES  | 925-524-3004 | 8/13/2024 | PHONE NUMBER NOT IN SERVICE            | 8/27/2024 | PHONE NUMBER NOT IN SERVICE |
| EIGHTEEN TRUCKING CO.  | 415-552-1818 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| Emmett Valley Construction Inc                               | 559-275-4335 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| EnEffect Dump Trucking corp                                  | 310-293-9111 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Eric Ludwig  | 619-753-8706 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Eric's Backhoe Service, Inc.                                 | 661-269-2222 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| ESP Surveying, Inc.  | 559-442-0883 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| ETZATLAN TRUCKING  | 818-270-8002 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| EY TRUCKING INC.   | 818-321-1268 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NOT BIDDING                 |
| FAST TRACK ENGINEERING                                       | 559-731-6608 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Fayzamerica llc  | 562-704-5590 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| FERGUSON SAFETY PRODUCTS                                     | 831-458-0223 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| FFKM ENGINEERING CONSTRUCTION, INC.                          | 626-345-4225 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Fireman Rock & Nursery Inc                                   | 760-243-9500 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| FIRST FUEL, INC.   | 949-861-0284 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Flash Traffic Inc.   | 661-262-6003 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NOT BIDDING                 |
| FMF Pandion  | 760-212-9120 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| FORCE TRAFFIC CONTROL INC                                    | 559-562-1062 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| Freedom Concrete Cutting, Inc.                               | 951-743-3988 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| Freight Guardian Logistics, Inc.                             | 832-743-4345 | 8/13/2024 | PHONE NUMBER NOT IN SERVICE            | 8/27/2024 | PHONE NUMBER NOT IN SERVICE |
| FRESNO CONCRETE CONSTRUCTION, INC.                           | 559-834-2031 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| FULL TRAFFIC MAINTENANCE, INC.                               | 951-520-9990 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| G & F Concrete Cutting, Inc.                                 | 562-229-0227 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| G. O. Rodriguez Trucking, Inc.                               | 909-596-3747 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| G. W. Peoples Contracting Co., Inc.                          | 703-403-6265 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Gallion Sweeping Co. Inc.                                    | 805-620-8282 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Galvan Communications Inc                                    | 714-926-9734 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Garden of Eden Landscapes, Inc.                              | 510-512-6055 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| GARY QUIMILMANS WATER TRUCK SERVICE, INC.                    | 714-719-3268 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| GASPAR TRANSPORTATION INC.                                   | 951-233-4749 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |
| GATES ENTERPRISES, INC                                       | 310-592-5810 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Genesis Dispatch, Inc.                                       | 323-676-5128 | 8/13/2024 | NO ANSWER                              | 8/27/2024 | NO ANSWER                   |
| Genuine Engineering Inc                                      | 951-674-5000 | 8/13/2024 | NOT BIDDING                            | 8/27/2024 | NOT BIDDING                 |

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| Geocadd, Inc.                            | 925-391-3668 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| GERONIMO CONCRETE, INC.                  | 323-225-2016 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| GLOBAL ADVISORS USA INC.                 | 949-929-2867 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| GLOBAL ROAD SEALING, INC                 | 714-893-0845 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| Global Transtloading, LLC                | 562-495-9600 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NOT BIDDING                 |
| Go-Fer Trucking, Inc.                    | 619-370-4398 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| Golden State Municipal Construction, LLC | 916-284-5755 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| Golden Streak Investments Inc            | 562-292-2866 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| GOLDEN SUN CONSTRUCTION, INC             | 949-380-9797 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| GRAND BRIDGE INC                         | 559-433-5919 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| GREEN BUILDING PRODUCTS, INC             | 916-333-0557 | 8/13/2024 | PHONE NUMBER NOT IN SERVICE | 8/27/2024 | PHONE NUMBER NOT IN SERVICE |
| GREEN CLEAN WATER & WASTE SERVICES, INC. | 619-562-2202 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| Gregory Construction Equipment LLC       | 530-903-7548 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| GT Material Trucking Solutions Inc.      | 530-681-7336 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| Hard Hat Sweeping, Inc.                  | 562-298-7956 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| Hard Way Transportation, Inc.            | 559-507-1507 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| HBA TRUCKING                             | 818-974-1083 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| Hearn Construction, Inc.                 | 805-967-5849 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| Heir & Son Construction, INC             | 530-415-4777 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| Henry James Logistics, Inc.              | 619-985-0122 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NOT BIDDING                 |
| Her-Con Construction Services, Inc.      | 626-339-7000 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| HHR, Inc                                 | 310-514-3224 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| HIGH-LIGHT ELECTRIC, INC.                | 951-352-9646 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| HOFER CORPORATION                        | 619-661-6053 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| HOTSHOT TRUCKING                         | 323-215-5419 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| HUB CITY TRUCKING LLC                    | 562-412-9777 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NOT BIDDING                 |
| HUGO'S TRUCKING                          | 818-355-2280 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| Humble Trucking LLC                      | 424-273-3709 | 8/13/2024 | BIDDING                     | 8/27/2024 | BIDDING                     |
| HVM Engineering, Inc.                    | 714-523-2372 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| IBARRA GENERAL ENGINEERING INC           | 909-342-8447 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| IMMERSSION LLC                           | 562-691-7344 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| IN THE DIRT TRUCKING LLC                 | 909-782-7277 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| INDIAN CONSTRUCTION INC                  | 909-880-6200 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| INLAND CONSTRUCTION EQUIPMENT, INC.      | 951-565-7015 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| INTERIOR DEMOLITION INC                  | 818-249-4932 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| J Moreno Trucking LLC                    | 661-904-3211 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| J S GARCIA ONSITE TRUCKING               | 408-842-2367 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| J&E Construction                         | 909-784-8151 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| J. CARDENAS INC                          | 760-955-8441 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| J. Francis Company                       | 951-776-9100 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| J.Z. TRUCKING                            | 818-765-2978 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| JADE Consultants                         | 619-403-9278 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| Jahn Engineering, Inc.                   | 916-599-2379 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| JAMES FLETCHER CONSTRUCTION INC          | 619-405-9316 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| Jaryn Pedroza Incorporated               | 949-355-0415 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| JCI DESIGN AND ENGINEERING               | 714-743-2364 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| JENNIFER COTTER'S WATER TRUCK RENTALS    | 909-732-4108 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| Jesus M Santoyo Trucking                 | 714-397-4038 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| JSL MASTERY PAVING INC                   | 805-293-9251 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| JUS DUMPIN, LLC                          | 310-946-6996 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| K & K Construction Supply, Inc.          | 916-851-0965 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| K R C SAFETY CO. INC.                    | 559-732-0393 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| K.A.T. EQUIPMENT RENTALS, INC.           | 562-449-9265 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| KAYLEN ENGINEERING, INC.                 | 559-647-9220 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NOT BIDDING                 |
| KELSURVEYS INC                           | 949-660-8016 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| KELVIN TRANSPORT, INC.                   | 323-833-2025 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| KEMET ENGINEERING                        | 661-435-8908 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| KICKOFF TRUCKING                         | 323-583-3526 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| KMT Water Truck Services, Inc.           | 805-459-0849 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| Kodiak Trucking Inc.                     | 661-374-8026 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| L & L TRUCKING                           | 951-233-1237 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| L. RILEY TRUCKING                        | 323-353-9332 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| L.A.C. MOTOR ENTERPRISES, INC.           | 626-915-1713 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| LA FIRMA INC.                            | 805-748-8576 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| Landscape Support Services, Inc.         | 818-475-0680 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| LANGLEY TRAFFIC SERVICE, INC.            | 215-638-9770 | 8/13/2024 | PHONE NUMBER NOT IN SERVICE | 8/27/2024 | PHONE NUMBER NOT IN SERVICE |
| Laser Bridge Industries, LLC             | 678-923-9410 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| Lavina Trucking, Inc.                    | 415-860-3594 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| LAX EQUIPMENT                            | 310-330-2657 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| LD INNOVATIONS, LLC.                     | 925-209-7755 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |
| LEINAIA'S TRANSPORTATION                 | 661-618-2752 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| LOS ANGELES DELUXE SWEEPING INC.         | 310-873-8137 | 8/13/2024 | NOT BIDDING                 | 8/27/2024 | NOT BIDDING                 |
| Lucky Seven Trucking                     | 562-972-6158 | 8/13/2024 | NO ANSWER                   | 8/27/2024 | NO ANSWER                   |

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| M & B WATER TRUCKS, INC.                                   | 909-202-3295 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| M J AVILA COMPANY, INC.                                    | 559-276-1258 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| M S Lee Enterprises, Inc                                   | 559-578-5875 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| M&M Hauling LLC  | 661-487-9159 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| M. HERNANDEZ CONSTRUCTION INC. (DBA) HERNANDEZ ENGINEERING | 415-824-4731 | 8/13/2024 | PHONE NUMBER NOT IN SERVICE             | 8/27/2024 | PHONE NUMBER NOT IN SERVICE             |
| MANERI TRAFFIC CONTROL                                     | 951-695-5104 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| MAPCA Surveys, Inc.  | 775-432-2067 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NOT BIDDING                             |
| MASS X INC.  | 559-294-1075 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Matrix Railway Corp.                                       | 631-643-1483 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| MATOS EQUIPMENT TRANSPORT, LLC                             | 209-835-6609 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| MATZENAUER ELECTRIC, INC                                   | 619-390-4570 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Maverick Sweeping, LLC                                     | 909-921-7389 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| MAXX MILES TRUCKING LLC                                    | 323-631-7001 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| MC CULLOUGH CONSTRUCTION, INC.                             | 707-825-1014 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| MCC EQUIPMENT RENTALS, INC.                                | 909-795-9300 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| McKim Corporation  | 408-848-8700 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| MEROE CORPORATION  | 415-889-0119 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| MICHAEL SANCHEZ SURVEYING & INSPECTIONS, INC.              | 951-634-6866 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| MOLINA, EDUARDO E  | 818-263-4476 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| Montgomery Construction Services, Inc.                     | 619-578-2538 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| MOORE SWEEPING   | 800-334-2030 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Mora's Equipment & Construction, Inc.                      | 562-244-3003 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Morales Trucking   | 714-720-9979 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| MORI Consulting LLC  | 702-586-1700 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| MRG Concrete Cutting                                       | 661-607-6839 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| MUKASA FREIGHT, INC.                                       | 844-568-5272 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NOT BIDDING                             |
| NEW HORIZON DEMOLITION / N.H. HAULING                      | 818-838-3454 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| NEWLAND ENTITIES, INC                                      | 530-755-1178 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| OBS Engineering, Inc.                                      | 415-875-9902 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| OMAR AND SONS TRUCKING                                     | 562-569-8758 | 8/13/2024 | PHONE NUMBER NOT IN SERVICE             | 8/27/2024 | PHONE NUMBER NOT IN SERVICE             |
| Onyx Trucking  | 323-271-2164 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Pacific Aggregates and Hauling, LLC                        | 916-259-6268 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Pacific Crest Surveying, Inc.                              | 408-375-5220 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| PAYNECO SPECIALTIES, INC.                                  | 619-422-9204 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| PG Cutting Services, Inc.                                  | 951-595-1109 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| PK CONSTRUCTION  | 626-773-6963 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| POOT TRUCKING  | 760-240-2930 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Precision Engineering Surveyors, Inc.                      | 909-862-6326 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Premier Valley Transport Inc                               | 661-496-8812 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| Professional Concrete Sawing Inc.                          | 209-722-2226 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| Professional Shipping Solutions LLC                        | 320-864-5091 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| PTS Surveying Inc.   | 503-710-2048 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| PULLIN FREIGHT   | 323-353-7984 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Puzzle Solvers Transportation Inc.                         | 323-840-6480 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| Q EQUIPMENT  | 530-519-0019 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| QA CONSTRUCTORS  | 408-210-5508 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| R & R BROTHERS CONCRETE INC                                | 408-209-6517 | 8/13/2024 | Responded to email invite - NOT BIDDING | 8/27/2024 | Responded to email invite - NOT BIDDING |
| R & T EXPRESS LLC  | 310-626-0193 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| R. Dugen Construction                                      | 951-360-7531 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| R.M.C. Trucking, Inc.                                      | 951-640-2039 | 8/13/2024 | Responded to email invite - NOT BIDDING | 8/27/2024 | Responded to email invite - NOT BIDDING |
| RAC Construction & Engineering, Inc.                       | 760-497-6668 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| RCJ & ASSOCIATES, INC                                      | 916-399-4852 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| RDL Equipment Inc.   | 951-575-9285 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| RDL TRUCKING   | 213-798-7869 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NOT BIDDING                             |
| REYNA'S ENGINEERING INC                                    | 951-616-4332 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| RFE ENGINEERING, INC.                                      | 916-772-7800 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| RIO JORDAN CONSTRUCTION, INC.                              | 562-942-0228 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| Robert Thomas Jones  | 661-319-3090 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| ROBIN VANDEVORT WATER TRUCK SERVICE                        | 951-505-7143 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| ROBINSON SWEEPING INC                                      | 209-489-4007 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| ROCK STRUCTURES CONSTRUCTION COMPANY                       | 951-371-1112 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| ROCKWEST TRUCKING LLC                                      | 909-609-4880 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| ROMERO GENERAL CONSTRUCTION CORP.                          | 760-489-8412 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Roofers Mart of Southern California, Inc.                  | 909-598-8408 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| ROSCO CORPORATION  | 707-485-4320 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| ROWLAND TRUCKING INC                                       | 909-289-8942 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NOT BIDDING                             |
| RSE Corporation  | 650-637-9500 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NOT BIDDING                             |
| RUAV PRO Drone, Erosion and Sediment LLC                   | 951-423-0132 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Rupert Construction Supply, LP                             | 925-229-5577 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |

|   |              |           |   |           |   |
|---|--------------|-----------|---|-----------|---|
| S & J EXPRESS INC                               | 510-565-4559 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| S & S TRUCKING                                  | 510-383-3556 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| S&S motors trucking Inc                         | 707-478-9651 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| S.A.M. RHODES, INC.                             | 916-969-8243 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| S.T. RHOADES CONSTRUCTION, INC.                 | 530-223-9322 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| Safeway Sign Company                            | 805-451-6246 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| SAILROCK CONSTRUCTORS INC.                      | 949-378-3440 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| SAM'S EQUIPMENT & SUPPLIES                      | 559-251-1206 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| SAN FRANCISCO TRANSPORT SERVICES, INC.          | 415-777-9997 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| SAN JOSE TRANSPORT                              | 408-848-4441 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| SANTA CLARITA VALLEY ELECTRIC                   | 661-775-3946 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| SAWMAN CONCRETE CUTTING INC                     | 818-406-1421 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| SCHOTKA CONSTRUCTION INC                        | 707-396-2736 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| Sealright Paving, Inc.                          | 619-465-7411 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Seamair Construction, Inc.                      | 805-439-4362 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Servitek Electric, Inc                          | 626-227-1650 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| SIERRA RANGE CONSTRUCTION                       | 559-635-0504 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| SM SALES, 75TH STREET QUARRY & RECYCLING        | 661-252-4735 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| SO CAL TRANSPORTATION                           | 951-443-4727 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| SPURS TRUCKING AND EQUIPMENT INC                | 775-771-5493 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| STARCREST EQUIPMENT INC                         | 909-705-3036 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| STEVE DOVALI CONSTRUCTION, INC.                 | 559-255-7603 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NOT BIDDING                             |
| STORMWATER SPECIALISTS INC                      | 916-230-0370 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Strive Concrete Cutting, Inc                    | 714-630-9881 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| Suulutaq, Inc                                   | 707-427-3209 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| SWPPP CAL, LLC                                  | 805-990-2203 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| T3 Group, Inc.                                  | 619-306-0373 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| TAVARES TRUCKIN                                 | 714-474-8404 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Taylor Jane Construction LP                     | 805-723-5129 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| TERRA FIRMA WATER TRUCKS, LLC                   | 909-438-7800 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| TERRA WEST, INC                                 | 619-488-3000 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Thirty Five Trucking LLC                        | 310-775-3220 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| TITAN DISPOSAL CO., INC.                        | 626-831-8286 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| TK TRANSPORTATION, INC.                         | 805-501-2693 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Top Hand Heavy Equipment Rental, LLC            | 909-268-6725 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| TOURE' ASSOCIATES ENVIRONMENTAL ENGINEERING INC | 559-470-5586 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| TOWO ENTERPRISE, INC.                           | 714-770-0379 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| TRANSAMERICAN ENGINEERS & ASSOCIATES            | 415-553-4092 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| TRANORTEK LOGISTICS INC                         | 877-269-3835 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| TRAYLOR TRUCKING                                | 310-703-9383 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| TRUE CHAMPIONS INC.                             | 619-276-6999 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| Tucker Technology, Inc. (TTI)                   | 510-836-0422 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Tully, Inc.                                     | 707-693-1926 | 8/13/2024 | Responded to email invite - NOT BIDDING | 8/27/2024 | Responded to email invite - NOT BIDDING |
| UGE & ECS, INC.                                 | 213-625-1016 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| V & G BUILDERS                                  | 559-805-9015 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO BIDDING                              |
| V A P CONSTRUCTION INC.                         | 714-253-3270 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| VAL-E-WEST CONSTRUCTION INC                     | 480-264-3909 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NOT BIDDING                             |
| Valentina Trucking, LLC                         | 562-843-3434 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| VB TRANSPORT                                    | 323-605-7412 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| VELARDE CONCRETE CONSTRUCTION INC               | 818-898-2300 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Veridico Group, Inc                             | 916-865-4170 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| VOBECKY ENTERPRISES, INC.                       | 626-818-7402 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NOT BIDDING                             |
| Volta Ferrera                                   | 619-715-3005 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NOT BIDDING                             |
| VT Electric, Inc                                | 909-985-1755 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| W&J Lazaro, Inc.                                | 760-577-8696 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| WAGNER ENGINEERING & SURVEY, INC                | 818-892-6565 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| Water Components & Building. Supply, Inc.       | 415-451-1780 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| Watkins Trucking Services LLC                   | 661-916-9558 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| WEST PILING, INC.                               | 949-419-5200 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| WHITE CAP READY MIX, INC.                       | 530-832-4225 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| WILLIE DIXON TRUCKING                           | 310-532-6897 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Wyatt Earth Wellness LLC                        | 323-385-2219 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| Ybanag Realty & Development Corporation         | 951-657-0003 | 8/13/2024 | NOT BIDDING                             | 8/27/2024 | NOT BIDDING                             |
| YMD MATERIAL BROKER, INC                        | 562-843-2621 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NOT BIDDING                             |
| Yushin Consulting Group, Inc.                   | 510-228-6961 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |
| ZACHARY TAYLOR TRUCKING                         | 530-473-9242 | 8/13/2024 | NO ANSWER                               | 8/27/2024 | NO ANSWER                               |





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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Wendell Johnson, Director of Public Works  
Rodrigo Mora, Public Works Operations Manager

**Date:** November 18, 2024

**Subject:** Consideration to Approve a Contract Amendment with United Maintenance Systems Extending the Term of the Existing Janitorial Contract, and Approve a Contract Services Agreement with JJ Property Maintenance Network Incorporated for Janitorial Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Contract Amendment with United Maintenance Systems (Attachment "A" - Contract No. 1901(a)) extending the term of the existing janitorial contract through December 31, 2024, to provide services through the transition period;
- b. Approve a Contract Services Agreement with JJ Property Maintenance Network Incorporated (Attachment "B" – Contract No. 2312) in an amount not to exceed \$225,770 for janitorial services for nine (9) public buildings, facilities and parks including day porter services for the City's Senior Meal and Summer/Winter Day Camp programs.
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute the agreement.

### BACKGROUND:

1. On November 18, 2018, a Request for Proposals (RFP) for Janitorial Services was published in accordance with the City's Purchasing Policy.
2. On January 22, 2019, the City Council approved Contract No. 1901 with United Maintenance Systems for janitorial services at City owned buildings.
3. On August 1, 2024, a Request for Proposals (RFP) for Janitorial Services was published in accordance with the City's Purchasing Policy.

**Consideration to Approve a Contract Amendment with United Maintenance Systems Extending the Term of the Existing Janitorial Contract, and Approve a Contract Services Agreement with JJ Property Maintenance Network Incorporated for Janitorial Services**

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4. On August 21, 2024, a mandatory job walk was held for janitorial firms interested in submitting proposals.
5. On September 12, 2024, the City received eight (8) sealed proposals to provide janitorial services.
6. Proposals were reviewed from September 12, 2024 through October 10, 2024, to evaluate responsiveness to the City's RFP, bidder qualifications, and to determine the lowest responsive proposal.

**ANALYSIS:**

The City currently owns nine (9) public buildings, facilities and parks that require regular janitorial services. These facilities are used heavily by both the public and City staff. The locations of these facilities fall into several categories, including:

- Community centers (Recreation Park Community Center, Las Palmas Community Center)
- City facilities (City Hall, Police Department, Public Works Operations Center)
- Park sites (Recreation Park, Las Palmas Park, Rudy Ortega Park, Layne Park, Pioneer Park)

Maintenance Services Description.

The current janitorial maintenance services contract expired on January 22, 2024. The City and contractor mutually agreed to continue services from July-December. The scope of work in the proposed contract includes janitorial maintenance services at City-owned buildings, facilities and parks, a list of which is included as part of the attached RFP (Exhibit "A" to Attachment "B").

To ensure that a high standard of service is maintained, specifications for janitorial services and schedules are detailed in the proposed agreement. The agreement allows the City to alter the frequency of maintenance when necessary. Service levels will be monitored by City staff who will also review the contractor's performance and janitorial maintenance activities. Services include management, supervision, labor, equipment, cleaning and paper products, and other supplies necessary for cleaning approximately 90,000 square feet including City Hall, Police Station, Public Works Operations Center, Park Facilities and various other City buildings.

The term of the contract is for three (3) years and, due to the substantial commitment of personnel and equipment required by the contract, there are two (2) optional one-year extensions. An annual Consumer Price Index (CPI) increase is included after the third year of service, subject to increases in labor costs. Experience has proven that a multi-year contract is the most cost-effective means to have maintenance work performed for both the City and the contractor.

**Consideration to Approve a Contract Amendment with United Maintenance Systems Extending the Term of the Existing Janitorial Contract, and Approve a Contract Services Agreement with JJ Property Maintenance Network Incorporated for Janitorial Services**

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Existing Janitorial Service Agreement.

The City's existing agreement for janitorial services with United Maintenance Systems is \$214,000 per year plus additional senior meal program and Summer/Winter camp day porter services at an additional \$16,275 and expired on January 22, 2024. United Maintenance Systems provides optimal janitorial services and responds immediately to specific requests made by City staff. Funds provided for janitorial services are included in the City's adopted Fiscal Year (FY) 2024-2025 budget.

Bid Process and Analysis.

A copy of the RFP for janitorial services was mailed to known janitorial services suppliers, posted on the City's website, and advertised in the San Fernando Valley Sun newspaper. Sealed proposals were received by 4:00 p.m., on September 12, 2024, from the following firms. The proposals received are summarized below:

| <b>REQUEST FOR PROPOSALS<br/>           PROVIDE JANITORIAL SERVICES<br/>           SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340<br/>           PROPOSAL DUE DATE: THURSDAY, SEPTEMBER 12, 2024, 4:00 PM</b> |                                     |   |              |                 |
|--|-------------------------------------|---|--------------|-----------------|
| No.  | Company Name                        | Address   | Cost         |                 |
|  |                                     |   | Full Service | Reduced Service |
| 1.   | JJ Property Maintenance Network Inc | 289 Orange Grove Blvd.<br>Pasadena, CA 91104          | \$204,000.00 | \$135,776.40    |
| 2.   | Base Hill Inc.                      | 16037 Valley View Ave.<br>Santa Fe Springs, CA 90670  | \$253,809.48 | \$173,307.96    |
| 3.   | Q&E Janitorial Services             | 29369 Via Milagro<br>Valencia, CA 91354               | \$277,236.00 | \$166,848.00    |
| 4.   | Industrial Janitor Service, Inc.    | 221 San Dimas Ave.<br>San Dimas, Ca 91773             | \$230,400.00 | \$157,200.00    |
| 5.   | Premier Property Preservation       | 16380 Roscoe Blvd., Suite 301<br>Van Nuys, CA 91406   | \$339,663.00 | \$227,786.40    |
| 6.   | Joncowest                           | 268 N. Lincoln Ave. #8<br>Corona, CA 92882            | \$447,565.00 | \$259,744.00    |
| 7.   | Intela Services                     | 2140 W Chapman Ave., Ste 114<br>Orange, CA 92868      | \$256,256.00 | \$196,188.00    |
| 8.   | Omni Enterprise Inc.                | 1420 E. Edinger Ave., Ste #111<br>Santa Ana, CA 92705 | \$294,000.00 | \$175,800.00    |

**Consideration to Approve a Contract Amendment with United Maintenance Systems Extending the Term of the Existing Janitorial Contract, and Approve a Contract Services Agreement with JJ Property Maintenance Network Incorporated for Janitorial Services**

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Proposal Evaluation.

Proposal evaluations were conducted by a committee of staff members and include several criteria, including: professional qualifications and experience; the overall ability to provide and perform janitorial services as stated in scope of services; track records and recommendations provided by relevant references; and proposed total costs for service.

Based on the proposals received, it has been determined that the full-service proposal from JJ Property Maintenance Network Inc. is the lowest cost responsive proposal received by the City. JJ Property Maintenance Network Inc. has demonstrated and acknowledged that it can perform all the City-specified requirements

The term of the agreement will be for three (3) years with a maximum of two (2) one-year options (at the City's discretion) to renew. The annual cost during the initial term of agreement for all components of service other than direct labor will remain neutral. Any increase in direct labor costs is limited to changes in the City's established minimum "Living Wage" and/or the California Public Employees' Retirement System cost of living adjustments.

**BUDGET IMPACT:**

Sufficient funding has been appropriated in the FY 2024-2025 Adopted Budget to cover the annual cost of the contract for janitorial services through the Facilities Maintenance Fund (043-390-0000-4260). The proposed contract and extended agreement are within current budgeted amounts.

**CONCLUSION:**

Based on the proposals received from an open, competitive process, it is recommended that the City Council award a contract for janitorial services to JJ Property Maintenance Network Inc.; approve a month-to-month extension with the current janitorial company, United Maintenance Systems, to meet the City's janitorial needs from July to December 2024; authorize the City Manager, or designee, to make non-substantive changes and execute the agreement.

**ATTACHMENTS:**

- A. Contract No 1901(a)
- B. Contract No. 2312, including:
  - Exhibit "A": City's RFP ([provided digitally through weblink](#))
  - Exhibit "B": Contractor's Proposal



## FIRST AMENDMENT CONTRACT SERVICES AGREEMENT

### United Maintenance Systems

#### Janitorial Services

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Contract Services Agreement – Janitorial Services" Contract No. 1901 dated January 22, 2019 (hereinafter, "Master Agreement"), is hereby made and entered into this 18<sup>th</sup> day of November, 2024 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and UNITED MAINTENANCE SYSTEMS, a Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

#### RECITALS

This First Amendment is made and entered into with respect to the following facts:

**WHEREAS**, exaction of the Master Agreement was executed by the Parties on January 22, 2019 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

**WHEREAS**, the term of the Master Agreement expired January 22, 2024; and

**WHEREAS**, the parties desire to amend the Master Agreement to extend the term of service to December 31, 2024; and

**WHEREAS**, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment; and

**WHEREAS**, this First Amendment was approved by the City Council at its meeting of November 18, 2024 under Agenda Item \_\_\_\_.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**SECTION 1.** The term set forth under Section 1.2 of the Master Agreement shall extend through December 31, 2024, unless terminated pursuant to Section 5.

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 1901(a)

**Janitorial Services**

Page 2 of 2

**SECTION 2.** Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

**SECTION 3.** The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing above.

**CITY OF SAN FERNANDO****UNITED MAINTENANCE SYSTEMS:**

By: \_\_\_\_\_  
Nick Kimball, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Padilla, City Attorney

Date: \_\_\_\_\_



CONTRACT NO. 1901

2019  
CONTRACT SERVICES AGREEMENT  
 (Janitorial Services at City Owned Buildings)  
 United Maintenance Systems

THIS 2019 CONTRACT SERVICES AGREEMENT ("Agreement") is entered into this 22nd day of January 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and UNITED MAINTENANCE SYSTEMS (hereinafter, "CONTRACTOR"). The capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" shall refer to either CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY requires the performance of janitorial services within the meaning of Title 8 California Code of Regulations Section 16000 for various CITY facilities; and

WHEREAS, CITY issued a request for written proposals for such services dated November 18, 2018 ("RFP"); and

WHEREAS, CONTRACTOR submitted a written proposal in response to the RFP along with other proposals from other interested vendors; and

WHEREAS, CITY has determined CONTRACTOR has the requisite experience, skill and capacity to competently and responsibly performance the services contemplated herein; and

WHEREAS, the execution of this Agreement was approved by the City Council in accordance with the CITY's procurement and purchasing procedures at the City Council's meeting of January 22, 2019 under Agenda Item FIVE; and

WHEREAS, CONTRACTOR further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONTRACTOR AGREE AS FOLLOWS:**

I.  
SCOPE AND PROSECUTION OF WORK; COMPENSAITON

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in that certain proposal entitled "Proposal & Services Agreement for Janitorial Services at: City of San Fernando" and dated as of December 6, 2018 which is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Scope of Work"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither CONTRACTOR nor anyone acting on CONTRACTOR's behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed").

**1.2 TERM:**

- A. This Agreement shall have a term of THREE (3) YEARS commencing as of the date the Agreement has been executed by all of the Parties hereto, (hereinafter, the "Initial Term"). CITY shall have the option to extend the Agreement for a maximum of two (2), one-year extension terms subject to the same terms and conditions set forth herein. CITY shall exercise each such extension option by providing a written notice to CONTRACTOR of its desire to extend the term of the Agreement, provided such notice is delivered prior to the expiration of the Initial Term, in the case of the first extension option and prior to the expiration of the first extension term, in the case of the second option.
- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

**1.3 COMPENSATION AND COMPENSATION CONTROLS:**

- A. CONTRACTOR shall perform and complete all of the services and tasks set forth under "Exhibit A", the Scope of Work at the rates of compensation set forth in that certain compensation schedule within "Exhibit A".
- B. Subsection (A) of this Section notwithstanding, CONTRACTOR's total aggregate compensation shall not exceed the sum of TWO HUNDRED FOURTEEN THOUSAND – TWO HUNDRED (\$214,200) ("Annual Not-to-Exceed Sum") during any single calendar year during the Initial Term or any extension term without the prior consent and approval of the San Fernando City Council as evidenced by the execution of a written amendment to this Agreement.

**1.4 PAYMENT OF COMPENSATION:**

- A. CITY shall compensate CONTRACTOR on a monthly basis as tasks are performed and the Work is completed to the reasonable satisfaction of CITY. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONTRACTOR shall submit to CITY a monthly itemized invoice or statement identifying the tasks performed, hours of service rendered and reimbursable pass-through costs incurred by CONTRACTOR and its various employees during the recently concluded month.
- B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed charges, costs or expenses included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed charges, costs and expenses indicated in CONTRACTOR's monthly invoice.
- C. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

**1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:**

- A. At any time during the term of this Agreement, CITY may request that CONTRACTOR perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by CITY to be necessary. CONTRACTOR shall not undertake nor shall CONTRACTOR be entitled to compensation for Extra Work without the prior written authorization of the CITY. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.
- B. Payments for any Extra Work shall be made to CONTRACTOR on a time-and-materials basis using CONTRACTOR's standard fee schedule.

**1.6 ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.



- 1.7 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

II.  
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates Yazdan Emrani, Director of Public Works/City Engineer, and Rodrigo Mora, Public Works Superintendent, (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR'S REPRESENTATIVE: CONTRACTOR hereby designates Jae Kim, Manager, to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR's Representative or his designee shall supervise and direct the performance of the Work, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR's Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's profession;
  - B. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
  - D. CONTRACTOR understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;
  - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
  - F. All of CONTRACTOR's employees and agents possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any

work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES: The Work shall be performed by CONTRACTOR and under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent performance under this Agreement or result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors fail or refuse to perform the work in a manner acceptable to the CITY such officer, employee, agent, contractor shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.
- 2.9 SAFETY: CONTRACTOR shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.
- 2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11 INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the supervision of its employees, agents, contractors and for the negligent acts and/or omissions of the same. All persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.
- 2.12 FINGERPRINTING AND BACKGROUND CHECKS: All employees hired by CONTRACTOR to perform the work specified in this Agreement must satisfactorily submit to and pass a fingerprinting and background check performed

by the San Fernando Police Department or such other entity designated by the CITY in its sole and absolute discretion. CONTRACTOR shall be solely responsible for the cost of all such fingerprinting and background checks, including any and all fees and other similar charges. These results must be submitted to the CITY prior to an employee commencing work under this Agreement at city facilities. CONTRACTOR shall not assign personnel to perform under this Agreement who have not submitted to fingerprinting and the background check; whose background check results disclose information which, in the sole and absolute judgment and discretion of the CITY, make such personnel unsuitable or undesirable to have access to CITY facilities.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, CONTRACTOR agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. CONTRACTOR shall also procure and maintain such other types of insurance as may be required under this Article, below. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONTRACTOR has provided evidence satisfactory to CITY that it has procured all insurance required under this Article.
- 3.2 REQUIRED COVERAGES: CONTRACTOR agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.
  - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: CONTRACTOR shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
  - D. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONTRACTOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.
- 3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.



- 3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.7 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the CITY's financial well-being. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONTRACTOR fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.
- 3.8 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONTRACTOR fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: (i) Order CONTRACTOR to stop any and all work under this Agreement or withhold any payment, which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CONTRACTOR's failure to comply with the insurance requirements set forth under this Article.
- 3.9 SUBCONTRACTORS INSURANCE COVERAGE: CONTRACTOR shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONTRACTOR under this Article.
- 3.10 NO LIMITATION ON LIABILITY: CONTRACTOR's procurement of insurance shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's indemnification duties set forth under Article V of this Agreement.

FIDELITY BOND: Throughout the entire Initial Term of this Agreement and any extension term, CONTRACTOR shall obtain a fidelity bond from a surety approved by the CITY in its sole and absolute discretion and in a form approved by the CITY in its sole and absolute discretion for all employees performing work under this Agreement against theft of personal property. The fidelity bond shall be in an amount no less than Fifty Thousand Dollars (\$50,000). CONTRACTOR shall provide CITY with a copy of the bond endorsement affecting such coverage. Such bond shall either name the CITY as an insured obligee or include an endorsement naming the CITY as an additional obligee and providing for customary coverage in favor of the CITY. If the CONTRACTOR does business as an individual, such fidelity bond shall cover himself or herself also as an individual as a protection to the CITY.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees

with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY will not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONTRACTOR under this Agreement, any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to either pay CITY promptly for any costs associated with CONTRACTOR's obligations to indemnify the CITY Indemnitees under this Article, or related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving written notice to CONTRACTOR specifying the effective date of such termination for convenience. Upon termination for convenience, CONTRACTOR shall be compensated only for the Work which has been adequately rendered to CITY up to the effective date of the termination, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.
- 5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event CONTRACTOR fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to

perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. If an Event of Default remains uncured for a period of time that exceeds the following timeframes, such failure to timely cure shall constitute a breach of this Agreement:

- A. The failure of CONTRACTOR to perform janitorial services or dispatch janitorial staff at or on the dates, times and locations called for in the Scope of Work (hereinafter, the "Work Schedule") within twenty-four (24) hours of CITY's issuance of a written notice of default (hereinafter, a "Default Notice"); or
- B. The failure of CONTRACTOR to cure any other Event of Default within seven (7) calendar days of CITY's issuance of a Default Notice.

If CONTRACTOR is in breach of this Agreement, CITY may pursue any and all remedies available to it at law or in equity, including the assessment of liquidated damages as set forth under Section 5.5, below. If CONTRACTOR is in breach (whether or not such breach is caused by CONTRACTOR or CONTRACTOR's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), also terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a "Breach-Termination Notice") which notice shall specify the effective date of such termination for cause. CITY's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies. The issuance of a Default Notice or Breach-Termination Notice by CITY shall not operate to prohibit CITY from terminating this Agreement in the manner provided under Section 5.1, above.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

#### 5.5

LIQUIDATED DAMAGE FOR FAILURE OF PERFORMANCE: CONTRACTOR shall perform all services and tasks set forth in the Scope of Work in accordance with the Performance Schedule. CONTRACTOR shall perform all such services and tasks in strict accordance with the Performance Schedule. CONTRACTOR agrees that if CONTRACTOR shall fail to perform such services and tasks in accordance with the Performance Schedule, it is understood, acknowledged and agreed that the CITY will suffer damage which may be difficult to quantify. In addition to seeking specific performance or any other remedy available to CITY in the event of an uncured Event of Default an pursuant to Government Code Section 53069.85, CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **Two Hundred Dollars and Zero Cents (\$200.00)** per day for each and every calendar day of delay beyond the date CITY issues a Default Notice. CONTRACTOR shall also satisfy all other duties and obligations set forth in this Agreement and the Scope of Services. CONTRACTOR agrees that if CONTRACTOR shall cease to be in compliance with any other requirements of this Agreement, including the Scope of Work, it is understood, acknowledged and agreed that the CITY will suffer damage which may be difficult to quantify. In addition to seeking specific performance or any other remedy available to CITY in the event of an uncured Event of Default an pursuant to Government Code Section 53069.85, CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **Two Hundred and Fifty Dollars and Zero Cents (\$250.00)** per day for each and every calendar day of delay beyond the date CITY issues a Default Notice for all other Events of Default. The imposition of liquidated damages by CITY shall not prohibit CITY from pursuing specific performance or any other injunctive relief nor shall it prohibit CITY from recovering reasonable attorneys fees in connection with the CITY's prosecution of the same.

5.6 DEFAULT BY CITY: If CITY shall fail to comply with any duty or obligation set forth under this Agreement, such Event of Default on the part of CITY shall be cured within thirty (30) calendar days of CONTRACTOR's issuance of a notice of default ("Contractor Default Notice"), except that any event of default arising out of CITY's failure to timely pay any undisputed sums owed to CONTRACTOR for the satisfactory performance of any services and tasks contemplated under this Agreement shall be cured within seven (7) calendar days from CONTRACTOR's issuance of a Contractor Default Notice. If CITY fails to time cure an Event of Default, CITY shall be in breach of tis Agreement. CONTRACTOR shall only be entitled to recover of sums owed to CONTRACTOR for the satisfactory performance of any services or tasks contemplated under this Agreement and reasonable attorneys fees as provided under Section 6.11 below. CONTRACTOR shall not be entitled to consequential damages.



VI.  
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored on paper, digitally, magnetically and/or electronically. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONTRACTOR in connection with the performance of this Agreement shall be held confidentially by CONTRACTOR. Such materials shall not, without the prior written consent of CITY, be used by CONTRACTOR for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONTRACTOR which is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:
- |                            |                             |
|----------------------------|-----------------------------|
| <b>CONTRACTOR:</b>         | <b>CITY:</b>                |
| United Maintenance Systems | City of San Fernando        |
| Attn: Jae Kim              | Department of Public Works  |
| 3807 Wilshire Blvd. #800   | Attn: Rodrigo Mora          |
| Los Angeles, CA 90010      | 117 Macneil Street          |
| jkim@umsla.com             | San Fernando, CA 91340      |
| Tel: (213) 739-1405        | rmora@ci.san-fernando.ca.us |
| Fax: (213) 739-1407        | Tel: (818) 898-1293         |
|                            | Fax: (818) 898-3221         |
- Such notices shall be deemed effective when (i) personally delivered; (ii) successfully transmitted by facsimile as evidenced by a fax slip; (iii) when successfully transmitted and received via electronic mail at any of the e-mail addresses listed above; or (iv) when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.
- 6.4 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.5 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subcontractors), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.6 CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS: CITY reserves the right to employ other CONTRACTORS in connection with the various projects worked upon by CONTRACTOR.
- 6.7 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission,

percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.9 FORCE MAJEURE: Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.
- 6.10 GOVERNING LAW; VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONTRACTOR and the other shall be retained by CITY. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.



**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the date upon which all of the Parties have executed this Agreement.

**CITY:**

City of San Fernando

By: Alex Meyerhoff

Name: Alexander Meyerhoff

Title: City Manager

Date: 1-30-19

APPROVED AS TO FORM:

By: [Signature]

City Attorney

**CONTRACTOR:**

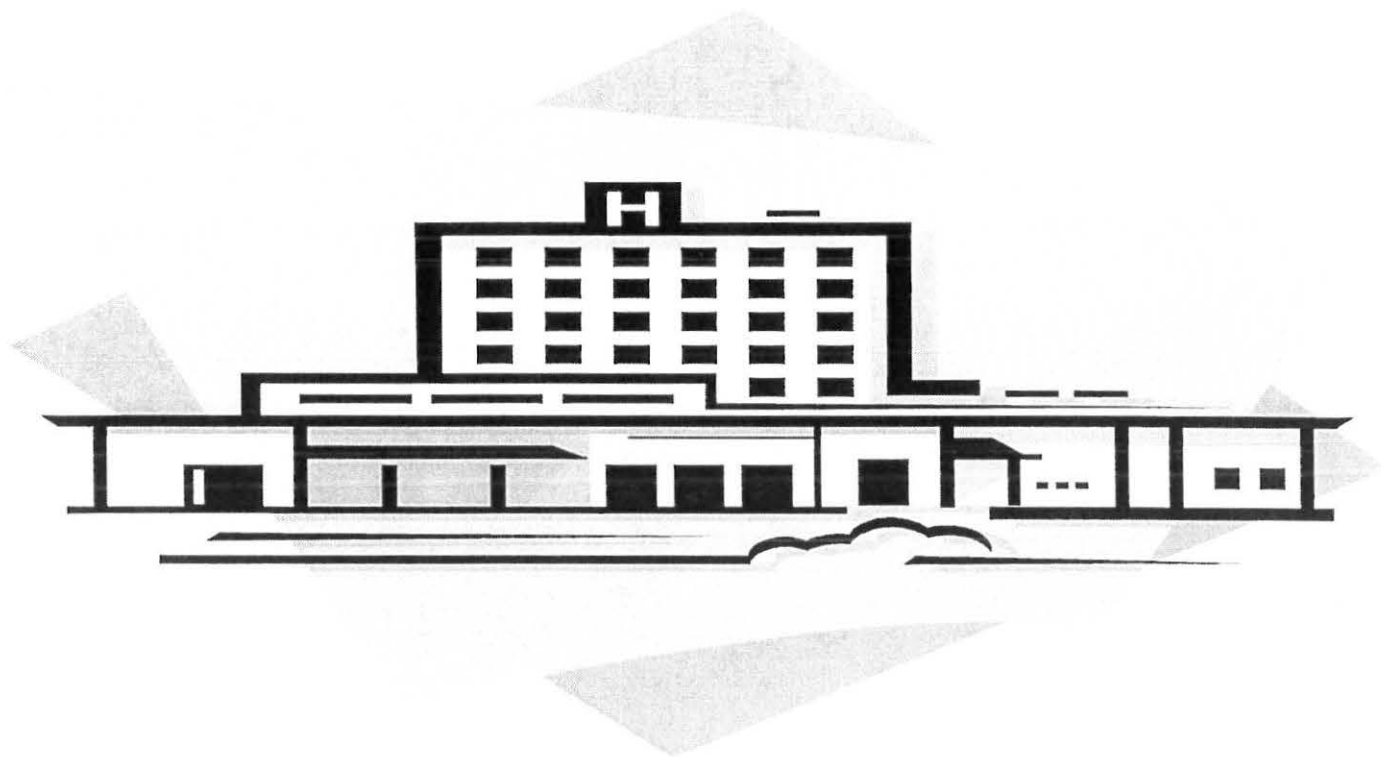
By: [Signature]

Print: Jae Kim

Title: Manager

Date: 1/28/19

**EXHIBIT "A"**  
**[SCOPE OF WORK]**



**Proposal & Service Agreement for Janitorial Services At:**

City of San Fernando  
117 Macneil St  
San Fernando, CA 91340

**Submittal Date:**  
December 6, 2018 4:00pm



City of San Fernando  
117 Macneil St  
San Fernando, CA 91340

United Maintenance Systems would like to thank you for giving us the opportunity to introduce our company and the variety of different services we currently offer. Since 1993, United Maintenance Systems has strived to offer excellent cleaning services at unbeatable prices.

What sets our company apart from all the others is that our business is family owned and operated. Our owner has been in the janitorial business for over 25 years and has personal experiences in the field.

We will not take your account and "hand it away" to someone else and forget about it. We strive on maintaining close, personal relationships with all our clients from the start to end of a contract. Our cell phone lines are open 24-7 and you can feel free to give us a call for anything you may need.

We currently work with a variety of different large companies and we also service many high-maintenance government facilities such as the ***City of Pomona, City of West Covina, City of Cypress, City of Temple City and CalState University of Los Angeles.*** Therefore, we can assuredly accommodate all your cleaning needs. Please take your time, check out all of our references and give us an opportunity to service your facility.

Our offered price is valid for 90 days. If you have any questions or concerns regarding our company or this proposal, please don't hesitate to call me at (213) 739-1405. I thank you once again for sharing your time and hope that we can do business together in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "Jae Kim", is written over a light gray horizontal line.

Jae Kim  
United Maintenance Systems  
3807 Wilshire Blvd. #800  
Los Angeles, CA 90010  
T (213) 739-1405  
F (213) 739-1407  
C (213) 494-7470  
Email: [jkim@umsla.com](mailto:jkim@umsla.com)



## Company Profile

Name: United Maintenance Systems

Locations: 3807 Wilshire Blvd. #800  
Los Angeles, CA 90010

Telephone Number: (213) 739-1405 - lines are open 24-7!

Fax Number: (213) 739-1407

Contact Person: Jae Kim / Manager  
Cell Phone: (213) 494-7470

Office Hours: Mondays-Fridays; 8:00am-5:00pm

Size of firm: 50 - 55 Employees

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UMS, Inc.  
DBA: United Maintenance Systems  
Incorporated by the State of California in 1993

President and CFO: Myung Ja Lee  
Secretary: Ho Lee

Dun and Bradstreet Number: 809366438



## **Quality Control Plan**

The Quality control program is an essential part of the cleaning service. All supervision and inspections are overseen and strictly enforced on a day-to-day basis by our management. We maintain incentive programs which motivate all our supervisory personnel to strive for excellence. Each supervisor oversees a limited number of accounts. This helps to maintain a high supervisor to worker ratio, which in turn, helps to alleviate most problems and lead to a cleaner building. You will find that all our supervisory personnel are dedicated employees with a strong desire to provide consistent, high quality cleaning.

## **Supervision**

Upon award of a contract, an on-site supervisor is assigned to the building to coordinate operations. His or her responsibility includes hands-on training of new employees, daily inspections, filling out a quality check list, and general supervision. The supervisor ensures that all workers follow company regulations, instructions, and maintain their areas of responsibilities at the optimum level.

## **Inspection**

Daily inspections are performed by the supervisor. He or she randomly selects one or two areas each night, and thoroughly inspects, grading the work on a quality check list which is turned in to the Operations Manager the next day for review. Any deficiencies found are promptly corrected, and the corrective measures taken are noted on a written report.

A complete monthly inspection is performed by the Area Manager. At the end of each month, our Area Manager goes through each floor, and randomly selects an office, restroom, kitchen, etc. for detailed inspection. Daily, weekly, monthly, semi-annual and annual assignments are checked, such as floor buffing, stripping and replenishing, carpet cleaning, high dusting, and window cleaning.

Periodically, the Operations Manager visits the work site during the day, for an inspection and overall survey of the work. At this time, an overall assessment is made, and any deficiencies or problem areas are discussed with the property manager as well as the tenants, to ensure total comprehension and thus success in satisfying the customer's needs and wants.

For all other emergency situations and requests, there is a 24-hour customer service hotline at UMS that provides access to supervisors and managers and immediate responses.



## **Safety Procedures**

United Maintenance Systems has a medical and health authorities to suggest our crews become familiar with the safety procedures and emergence procedures, first aid. We believe that accidents can be avoidable, if not preventable. Our employees were taught from the first day of job to observe all the safety regulations and to follow instruction from co-workers. Although the law places the primary responsibility for Occupational Health and Safety on the employer, certain responsibilities are also placed on the employees to adhere to the policies and procedures set forth by the California Administrative code.

Our employees are prohibited from removing, displacing, damaging, destroying or tempering with safeguards. Also devices, notices, warning signs or any method or process adopted for employee protection is prohibited.

## **Safety Training**

A new trainee will go through one-day safety training. The topic will cover:

1. How to read Safety Chart.
2. How to life an object safely.
3. How to use stepladder safely.
4. How to use cleaning chemical safely.

Also a new trainee will go through first aid training. The topic will cover:

1. How to call for help-911.
2. What to say.
3. What to do during bleeding, minor cut.
4. What to do during chemical or minor burn.
5. What to do during earthquake.

United Maintenance Systems' emphasis to our new and current crews to call 911 if there is an emergency or crises situations. Our supervisors carry first aid kit in their car. Also our management staffs can be reached 24 hours and 365 days at **(213) 739-1405**.





### Organizational Chart

Jae Kim – Manager

A key personnel for the contract. Has ability to make decisions in regards to the contract. Deals with customer directly. Available for site walks of the facility if item is not cured in a timely manner.



Esmeralda Mazariego – Site Supervisor  
Handles all custodians. Is in direct charge of placing custodians and training them to make sure they are up to date on company standards.



Lead Custodians –  
Lead person in the work crew. This person is in charge of reporting to the site supervisor.



Custodian – professionally trained to perform all required tasks up to the standard .



## Personnel

Jaekm

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|            |  |  |
|------------|--|--|
| Objective  | To provide Operational skills necessary to achieve maximum correspondence between the client and the company   |  |
| Experience | 2004 - Current   | United Maintenance SystemsLos Angeles, Manager |
|            | <ul style="list-style-type: none"><li>▪ Oversees a team of eight Operations Managers</li><li>▪ Possesses a license issued by the Carpet Cleaning Technical Institute</li><li>▪ Efficiently handles all complaints from clients</li><li>▪ Checks up on the Operations Managers to make sure that complaints are handled in a timely manner</li><li>▪ Certified by the Cleaning Institute of America as a CCT (Carpet Cleaning Technician)</li></ul> |  |

Esmeralda Mazariego

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|            |   |   |
|------------|---|---|
| Objective  | To ensure that all custodians follow the basic janitorial principles.   |   |
| Experience | 1993 - Current  | United Maintenance SystemsLos Angeles, Operations Manager |
|            | <ul style="list-style-type: none"><li>▪ Directly handles all employees of a contract.</li><li>▪ Handles all complaints from the Regional Manager, and is on-site to make sure that the complaints get handled.</li><li>▪ Possesses the power to hire, fire, or transfer employees with the consent of the Regional Manager or Contract Manager</li><li>▪ Is present at meetings with the client, to ensure that all complaints are handled.</li></ul> |   |



## Work Schedule and Staffing

| Facility  | Frequency/Days      | Staffing and Hours     |
|---|---------------------|------------------------|
| City Hall   | 4 and 5 days a week | Crew #1 ; 2 to 3 hours |
| PD  | 7 days a week       | Crew #1 ; 2 to 4 hours |
| Public Works                                      | 3 days a week       | Crew #2 ; 1.5 hours    |
| PW Trailers                                       | 3 days a week       | Crew #2 ; 1/2 hour     |
| Recreation Park                                   | 7 days a week       | Crew #2 ; 3 hours      |
| Las Palmas Park                                   | 7 days a week       | Crew #3 ; 4 hours      |
| Rudy Ortega Park Exterior Restrooms and Tea House | 7 times a week      | Crew #3 ; 1 hour       |
| Pioneer Park Exterior Restrooms                   | 7 days a week       | Crew #2 ; 1 hour       |

Crew #1 will consist of 2 people currently working for City Hall and P.D

Crew #2 will consist of 2 people dedicated to work for PW, Recreation Park and Pioneer Park Exterior Restrooms.

Crew #3 will consist of 2 people dedicated to work for Las Palmas and Rudy Ortega Park Restrooms and Tea House

Crew #4 is a floor and windows crew that will be dedicated to do Semi Annual Cleaning and other major cleaning related work



## References

1. City of Cypress - 5275 Orange Ave., Cypress, CA 90630  
\$144,000.00, Larry Campos (562) 553-2355
2. City of West Covina - 825 S Sunset Ave., West Covina, CA 91790  
\$243,600.00 Micah Martin (626) 939-8458
3. Calstate LA - 5151 State University Dr. Los Angeles, CA 90032  
\$ 260,400.00, Kirby Williams (323) 791-6875
4. City of Pomona - 505 S Garey Ave., City of Pomona, CA 91769  
\$97,980.00, Matt Sampson (909) 620-2398
5. City of Temple City - 9701 Las Tuna Dr., Temple City, CA 91780  
\$71,400.00, Steve Lawson (626) 285-2171

## City of San Fernando Public Works Department RFP

**Attachment B  
Bid Sheet****Maintenance Facilities/ Parks/ Buildings  
Full Service Schedule**

|   | <b>Building/ Facility/ Park</b>  | <b>Address</b>       | <b>Approx. Sq. Footage</b> | <b>Monthly Cost</b> | <b>Annual Cost</b>  |
|---|--|----------------------|----------------------------|---------------------|---------------------|
| 1 | City Hall (daily – alternating schedule 4 times/week; 5 times/week)              | 117 Macneil Street   | 14,432                     | \$2,650.00          | \$31,800.00         |
| 2 | Police Department (daily – 7 times/week); General Offices (daily – 5 times/week) | 910 First Street     | 19,669                     | \$3,850.00          | \$46,200.00         |
| 3 | Public Works Operations Center (daily – 3 times/week)                            | 120 Macneil Street   | 11,345                     | \$1,450.00          | \$17,400.00         |
| 4 | Public Works Equipment Yard Trailer (daily – 3 times/week)                       | 501 First Street     | 1,864                      | \$ 200.00           | \$ 2,400.00         |
| 5 | Recreation Park (daily – 7 times/week)   | 208 Park Avenue      | 20,334                     | \$3,750.00          | \$45,000.00         |
| 6 | Las Palmas Park (daily – 7 times/week)   | 505 South Huntington | 18,691                     | \$4,350.00          | \$52,200.00         |
| 7 | Rudy Ortega Park Exterior Restrooms and Tea House (daily – 7 times/week)         | 2025 Fourth Street   | 1,120                      | \$ 750.00           | \$ 9,000.00         |
| 8 | Pioneer Park Exterior Restrooms (daily – 7 times/week)                           | 828 Harding Avenue   | 700                        | \$ 850.00           | \$10,200.00         |
|   |  | <b>TOTALS:</b>       | <b>88,155</b>              | <b>\$17,850.00</b>  | <b>\$214,200.00</b> |

\*Not Currently Open; Start Date to be determined.

\*\*See Tasks Checklist for detail of each facility.

## City of San Fernando Public Works Department RFP

**Bid Sheet****Maintenance Facilities/ Parks/ Buildings**  
**Reduced Service Schedule**

|   | <b>Building/ Facility/ Park</b>  | <b>Address</b>     | <b>Approx. Sq. Footage</b> | <b>Monthly Cost</b> | <b>Annual Cost</b> |
|---|--|--------------------|----------------------------|---------------------|--------------------|
| 1 | City Hall (daily – 3 times/week)   | 117 Macneil Street | 14,432                     | \$2,650.00          | \$31,800.00        |
| 2 | Police Department (daily – 7 times/week); General Offices (daily – 5 times/week) | 910 First Street   | 19,669                     | \$3,850.00          | \$46,200.00        |
| 3 | Public Works Operations Center (daily – 3 times/week)                            | 120 Macneil Street | 11,345                     | \$1,450.00          | \$17,400.00        |
| 4 | Public Works Equipment Yard Trailer (daily – 3 times/week)                       | 501 First Street   | 1,864                      | \$ 200.00           | \$ 2,400.00        |
| 5 | Recreation Park (daily – 5 times/week)   | 208 Park Avenue    | 20,334                     | \$3,150.00          | \$37,800.00        |

Attachment A  
CITY OF SAN FERNANDO  
Living Wage Certification for Providers of Services to the  
City of San Fernando  
(Fiscal Year 2018-2019)

**TO BE COMPLETED BY ALL FIRMS PROVIDING SERVICES TO THE CITY OF SAN  
FERNANDO IN EXCESS OF \$25,000**

The City of San Fernando Municipal Code Sec. 2-896 through Sec. 2-906 Living Wage Ordinance (LWO) establishes a minimum Living Wage of **\$11.32 per hour with employer provided health benefits or \$12.57 per hour without employer provided health benefits** for certain employees of Firms providing services to the City.

The LWO requires a Firm providing services to the City of San Fernando to pay at least the Living Wage to any Employee working on a contract if the contract for services exceeds \$25,000. The requirements of the LWO do not apply to government agencies, City grantees and other non-profit corporations. An Employee is any person who does not actually work as a manager, supervisor, or confidential employee, and who is not required to possess an occupational license. Firms with collective bargaining agreements covering those employees assigned to contract are exempt from the wage requirements of the Living Wage Ordinance only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms.

Please complete the following certification if you are a Firm engaging in a contract for services with the City of San Fernando in excess of \$25,000.

Your signature on this certification grants the City permission to review any and all payroll books and records to assure compliance with the LWO during the term of the contract. Further, your Firm is required to submit a payroll summary to the City every three (3) months.

Please direct any questions regarding applicability of the Ordinance to Nick Kimball, Deputy City Manager/Finance Director, City of San Fernando Finance Department, 117 Macneil Street, San Fernando, CA 91340 or email [nkimball@sfcity.org](mailto:nkimball@sfcity.org).

**IF YOU ARE A SUBMITTING A PROPOSAL FOR SERVICES TO THE CITY UNDER A CONTRACT EXCEEDING \$25,000, YOU ARE REQUIRED TO CERTIFY THAT ALL EMPLOYEES THAT WILL BE WORKING ON THIS CONTRACT ARE PAID AT LEAST THE LIVING WAGE.**

*A signed LWO Certification form must be included with your proposal. If you are exempt for a reason noted on the form, please provide an explanation of why you are exempt, sign the certification form, and include it with the proposal.*

**LIVING WAGE CERTIFICATION**

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

☒

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

☐

Contractor is exempt as a (please check one)

- (a) \_\_\_\_\_ Government agency
- (b) \_\_\_\_\_ City grantee
- (c) \_\_\_\_\_ Non-profit corporation
- (d) \_\_\_\_\_ Employees covered by a bona fide collective bargaining agreement where the waiver is explicitly set forth in an agreement in clear and unambiguous terms (Please provide a copy of the collective bargaining agreement.)

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of San Fernando's Living Wage Ordinance (LWO), and the applicability of the LWO, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the LWO, as mandated in the San Fernando Municipal Code, Sec. 2-896 through Sec. 2-906. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Firm will promptly notify **the Finance Department** in writing. Firm further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract, which shall be grounds for termination. City shall have the right to examine all books and records of the Firm as they relate to compliance with the LWO. Payroll records shall at a minimum include full name of each employee performing labor or providing services under the contract, job classification and rate of pay.

These statements are made under penalty of perjury under the laws of the State of California.

Company Name: United Maintenance Systems

Signature:  Date: 12/6/18

Printed Name: Jae Kim Title: General Manager

Service Description: Janitorial Service



THE CITY OF  
**SAN FERNANDO****Addendum No. 1****November 30, 2018****Project: JANITORIAL SERVICES**

A. The following change to the **Request for Proposals** shall apply for this project.


**1. Previously stated as:****Submittal of Proposals and Selection Process**

Sealed proposals must be received by the Office of the City Clerk, located within San Fernando City Hall, 117 North Macneil Street, San Fernando, California 91340, **by 4:00 p.m., Monday, December 3, 2018**. Proposals may be mailed or delivered. Note that postmarks will not be accepted as proof of receipt. Faxed proposals will not be accepted.

**2. Changed to:****Submittal of Proposals and Selection Process**

Sealed proposals must be received by the Office of the City Clerk, located within San Fernando City Hall, 117 North Macneil Street, San Fernando, California 91340, **by 4:00 p.m., Thursday, December 6, 2018**. Proposals may be mailed or delivered. Note that postmarks will not be accepted as proof of receipt. Faxed proposals will not be accepted.

Indicate the receipt of Addendum 1. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE**

Jae Kim  12/6/18

Approved by:



Yazdan T. Emrani, P.E.  
Director of Public Works/City Engineer

11/30/18  
Date

**Request for Information****November 30, 2018****Project: JANITORIAL SERVICES**

- 
1. Can we submit a cost proposal for every year the contract is awarded? (meaning can we submit a cost proposal for year 2019, a second one for 2020 and a third one for 2021. This way we can calculate the living wage increase yearly and provide the city a more competitive quote.)
    - No. Total cost during the initial term of the agreement and the 2 additional one (1) year extensions, for both the "full and reduced" level of service, must be in one quote; **one quote for full service and one for reduced service**. If an escalation in cost for providing services is expected any time during the term of the contract, please attach to your quote a COST BREAKDOWN depicting total cost of service for each year of contract.
  2. Can you provide us with the living wage increases planned for the next three years?
    - In **2019** it will rise to \$12 an hour
    - In **2020** it will be \$13 an hour
    - In **2021** it will increase to \$14 an hour
  3. What is the current rate you are paying?
    - Rate was provided during the mandatory job-walk
  4. City Hall and PD cleaning crew is obviously working more than 4 hours a day. I think there should be an addendum addressing their hours. 2 hours is obviously not enough to clean the PD especially with two people.
    - Proposers should submit their estimates based on both the "Full Service Schedule" and the "Reduced Service Schedule" as identified in the RFP.
  5. Wage increase is happening twice a year until 2020. The current living wage will be outdated by July of 2019. How would we give pricing for the next year and then on until 2020?
    - See answer to question 2

6. Please provide us with employee and visitor counts per building. It will also help if you could show us how much you used to pay for consumable supplies when you did janitorial in-house.

- PD - 25
- City HALL - 30
- 120 MACNEIL - 15
- YARD TRAILER - 15
- RECREATION PARK - 15
- LAS PALMAS - 15

***Do not have average number of visitors per day for locations.***

7. In order to better estimate your consumables usage, would you please provide us with either (or both)?

- A breakdown of the average number of visitors and employees per day at each location.
  - See answer to question 6
- What you are currently paying for consumables (average monthly cost)
  - Proposers should make a reasonable estimate and factor into their proposal.

8. Who is your current janitorial provider?

- Golden Touch

9. What is your current total monthly cost?

- See answer to question 3

10. Regarding liquidated damages of \$250 per calendar day (per incident), can you please tell us the amount charged to Firm in 2018?

- The City has revised the liquidated damages policy for the upcoming janitorial services contract. The amount charged to previous firm during the current calendar year has no relevancy. But as stated during mandatory job-walk, the firm providing janitorial services to the City will be monitored closely to make sure they are providing agreed upon contractual services.

11. Is there a breakdown of the SQFT of carpet and tile or VCT flooring for each building?

- No, however a breakdown of square footage for each facility is provided in the RFP.

12. Is there a breakdown of the SQFT of carpet and tile or VCT flooring for each building?
  - No, however a breakdown of square footage for each facility is provided in the RFP.
13. In regards to the paper products, would the city be okay with rebilling after usage? (We currently use this method with other cities; clients and it keeps cost down and is effective in maintaining usage levels).
  - No
14. Would the city provide recent invoices (last 12 months) for the paper usage spent? (that way we will have the usage for the whole year).
  - No
15. Would the city be okay signing a form that states we can only order from the current supplier (Royal) in order to maintain the cities' relationship with them?
  - No



2024

CONTRACT SERVICES AGREEMENT

(Contractor: JJ Property Maintenance Network Inc.)  
(Nature of Engagement: Janitorial Services)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 18<sup>th</sup> day of November, 2024 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and JJ PROPERTY MAINTENANCE NETWORK INC., (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires the performance of routine and recurring janitorial services; and

WHEREAS, on August 1, 2024, CITY issued that certain request for proposals entitled "Request for Proposals for Janitorial Services" (the "City RFP"); and

WHEREAS, CONTRACTOR submitted a written proposal in response to the City RFP which included a cover letter dated September 9, 2024 (the "Contractor Proposal"); and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement and recommended the award of a contract to CONTRACTOR under the City RFP; and

WHEREAS, CONTRACTOR further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, the janitorial services contemplated under this Agreement do not constitute "maintenance work" within the meaning of Labor Code Section 1771 and 8 CCR 16000; and

WHEREAS, the execution of this agreement was approved by the City Council in accordance with the City's procurement and purchasing procedures at the City Council meeting on November 18, 2024 under agenda item \_\_\_\_.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

**Section 1. Scope of Services.**

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide and perform the various services and tasks described in:
- (i) the City RFP commencing at page 12 under the heading Scope of Services and ending with page 36 of the City RFP (A true and correct copy of the City RFP is attached and incorporated hereto as **Exhibit "A"**); and
  - (ii) the Contractor Proposal (A true and correct copy of the Contractor Proposal is attached and incorporated hereto as **Exhibit "B"**).

The terms "Scope of Services" or "Services" shall be a collective reference to the various services and tasks to be provided and performed by CONTRACTOR as referenced under this paragraph (A)(i)-(ii) of this Section above. In the event of any conflict or inconsistency between the provisions of Contractor Proposal and the provisions of the City RFP, the provisions of the Contractor Proposal shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement document to which the Scope of Services is attached, the provisions of this Agreement document shall govern and control but only to the extent of the conflict or inconsistency and no further.

- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform the Services. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- C. CONTRACTOR warrants and represents that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Services to be provided under this Agreement and the location(s) where such Services are to be performed; and (ii) has carefully considered how the Services should be performed. CONTRACTOR acknowledges and agrees that it has inspected, or has had the opportunity to inspect, any location where the Services are to be performed and has or will acquaint itself with the conditions and characteristics of the same before commencing any of the Services. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Services, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative.

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- D. In the event CONTRACTOR ceases to perform the Services agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

**Section 2. Term.**

- A. This Agreement shall have term of three (3) years ("Term") commencing from the date the Agreement is signed by all of the Parties ("Effective Date"). The City Manager may administratively approve a maximum of two (2), one-year extension terms subject to the same term and conditions set forth herein.
- B. The City at any time during the initial contract term can make additions and/or deletions to Services required at any of CITY's facilities. If the Scope of Services is amended, the City Manager may make increases or reductions to the monthly charges using the Cost Breakdown form submitted with this Request for Proposal.
- C. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- D. CONTRACTOR shall perform the Services continuously and with due diligence. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Services of CITY, its employees or other consultants, contractors or agents.
- E. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- F. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- G. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- H. CONTRACTOR shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**Section 3. Performance of Services.**

- A. CONTRACTOR shall perform the Services contemplated under this Agreement on an

as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONTRACTOR to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services are in fact performed and completed by CONTRACTOR and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:

1. A detailed description of the specific services or tasks requested;
  2. The location of where the particular services or tasks are to be performed, if applicable;
  3. A not-to-exceed budget for performing the services or tasks;
  4. A timeline for completing the requested services or tasks;
  5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
  6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative
- B. CONTRACTOR shall not perform any Services without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. Time is of the essence in the performance of Services under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall begin and complete performance of the Services to completion in a timely and a diligently manner as possible.

#### **Section 4. Compensation.**

- A. CONTRACTOR shall perform all the Services in accordance with the schedule of charges set forth in the document entitled "Bid Sheet" which is attached as Attachment A to the Contractor Proposal (the "Approved Compensation Schedule").
- B. CONTRACTOR's total compensation during any single contract year during the term of this Agreement or any one-year extension term shall not exceed the annual sum of **TWO HUNDRED, FORTY THOUSAND DOLLARS (\$240,000)**(hereinafter, the "Annual Not-to-Exceed Sum"). For purposes of this Agreement the term "contract year" means a one-year period of time commencing upon the Effective Date or each anniversary of the Effective date thereafter during the Term of this Agreement and any extension terms. CONTRACTOR further agrees that the Annual Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services. CONTRACTOR shall have no right or entitlement to any overage contingency



sums authorized by the City Council as part of the approval of this Agreement, unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.

- C. Following the conclusion of each calendar month, CONTRACT will submit to CITY an itemized invoice indicating the work performed and the tasks completed during the recently concluded calendar month, including the Services performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

#### **Section 5. Standard Of Care.**

- A. CONTRACTOR agrees as follows:

1. CONTRACTOR agrees that all Services shall be performed in a skillful and competent, manner, consistent with the standards generally recognized as being employed by contractors and professionals in the same field and discipline in the State of California; and
2. CONTRACTOR represents all personnel assigned to perform the Services for CITY under this Agreement shall possess the skill, training and experience necessary to competently perform the Services and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Services; and
3. CONTRACTOR shall perform and complete all of the Services in a manner that is reasonably satisfactory to CITY; and
4. CONTRACTOR shall comply with all applicable federal, State and local laws and regulations, including all applicable Cal/OSHA regulations in the performance of this Agreement; and
5. CONTRACTOR understands the nature and scope of the Services to be performed under this Agreement as well as any and all applicable schedules of performance; and

6. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools and materials necessary, in the reasonable opinion of CITY, to perform Services in compliance with the standard of care set forth in this Section and to timely complete the Services within the time period specified within each Work Order; and
  7. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the City Representative's sole and absolute discretion.
- B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.
- C. The skills, training, knowledge, experience and resources of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the personnel who will perform the Services provided. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement with the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and any such unauthorized transfer or assignment shall constitute a material breach of this Agreement.

## **Section 6. Representatives.**

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Rodrigo Mora, Public Works Operations Manager (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.
- B. Contractor Representative. For the purposes of this Agreement, Jose Javier Benitez, CEO is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement

and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

**Section 7. Contractor's Personnel.**

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Services and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All Services will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Services, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.
- C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services.
- D. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- F. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Services contemplated under this Agreement.

**Section 8. Substitution of Key Personnel.** CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other

personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONTRACTOR at the request of the CITY. The key personnel for performance of this Agreement are as follows: Jose Javier Benitez, CEO.

#### **Section 9. Prevailing Wages and General Labor Compliance and Reporting.**

- A. While the Parties do not intend for the Services to be performed by CONTRACTOR to constitute "maintenance work" within the meaning Labor Code Section 1771 and 8 CFR 16000, if any portion of the Services is determined to constitute such "maintenance work" then CONTRACTOR and any subcontractor performing or contracting any portion of the Services shall immediately comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
  2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

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- B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the Services, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
- D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.
- F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Services of this Contract. The Notice to Proceed with the Services under this Contract will not be issued, and CONTRACTOR shall not commence the Services, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Services under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the CITY as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence the Services on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the CITY's review and records.
- H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

**Section 10. Prohibited Interests.** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no

member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**Section 11. Independent Contractor.**

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the Term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Services. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.
- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**Section 12. Conflicts Of Interest.** CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

**Section 13. Non-Discrimination.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform the Work under this Agreement.

**Section. 14. Indemnification.**

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify



Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification

provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

- E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

### **Section 15. Insurance.**

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
  2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
- E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

**CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 2312

**Janitorial Services**

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- F. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- N. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Section 16. Records and Inspection.** CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

**Section 17. Termination.**

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Event of Default within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "B"** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending

CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**Section 18. Force Majeure.** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

**Section 19. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

**If to CITY:**

City of San Fernando  
Public Works Department  
Attn: Rodrigo Mora, Public Works Operations  
Manager  
117 Macneil Street  
San Fernando, CA 91340  
Phone: (818) 898-1297

**If to CONTRACTOR:**

JJ Property Maintenance Network Inc.  
Attn: Jose Javier Benitez  
289 East Orange Grove Blvd.  
Pasadena CA, 91104  
Phone: 626-405-0985

**Section 20. Prohibition.** CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

**Section 21. Attorney Fees.** In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

**Section 22. Entire Agreement.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

**Section 23. Governing Law; Jurisdiction.** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

**Section 24. Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**Section 25. Captions.** The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

**Section 26. Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

*Signature page to follow*



**CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 2312

**Janitorial Services**

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF SAN FERNANDO**

By: \_\_\_\_\_  
Nick Kimball, City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Richard Padilla, City Attorney

Date: \_\_\_\_\_

**JJ Property Maintenance Network Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# INDUSTRIAL JANITOR SERVICE, INC.



## *JANITORIAL SERVICES PROPOSAL*

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Prepared for:



## City of San Fernando, California Request for Proposal for Janitorial Services

*Proposal Due: September 12<sup>th</sup>, 2024, at  
4:00pm*



## Cover Letter

City of San Fernando  
Department of Public Works  
117 Macneil Street  
San Fernando, California 91340-2993

Good Day City of San Fernando Public Works Department,

The undersigned proposer, Industrial Janitor Service, Inc. (IJS), submits this proposal in response to the Request for Proposal for Janitorial Services for Janitorial Services, dated August 1<sup>st</sup>, 2024, and issued by the City of San Fernando, California.

Enclosed, and by this reference incorporated herein and made a part of this proposal, are the following submission requirements:

- Cover Letter
- Table of Contents
- Understanding of Scope of Work
- Company Information
- Key Contact Persons
- Related Experience
- List of Tools and Equipment
- Attachment A

The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments submitted, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

**Name:** Industrial Janitor Service, Inc. (IJS)  
**Address:** 221 North San Dimas Avenue, San Dimas, CA 91773  
**Telephone:** 626.208.7969  
**Executive Principal:** Darla Drendel

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

9/9/2024

If any additional information is needed or if you have any questions, please do not hesitate to contact me. We look forward to the opportunity to provide this service to the City of San Fernando, California, if selected. Thank you for your time and consideration.

Best Regards,  
Darla Drendel



## Table of Contents

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Table of Contents – pg. 2

a. Understanding of Scope of Work – pg. 3 to pg. 4

b. Company Information – pg. 5 to pg. 24

c. Key Contact Persons – pg. 25 to pg. 26

d. Related Experience – pg. 27 to pg. 28

e. List of Tools and Equipment – pg. 29 to pg. 31

Attachment A – pg. 32 to pg. 33

## a. Understanding of Scope of Work

Industrial Janitor Service, Inc.'s understanding of the Scope of Work involves delivering comprehensive janitorial services across nine public facilities owned by the City of San Fernando. These facilities include City Hall, the Police Station, various recreational parks, gymnasiums, and more, encompassing a total area of approximately 88,355 square feet. The firm is responsible for ensuring all areas are kept in optimal condition, adhering to strict sanitation standards, especially in high-sensitivity areas such as the police station's jail cells.

*Key elements of the Scope of Work include:*

1. **Comprehensive Cleaning Tasks:** The firm will perform daily, weekly, monthly, quarterly, and biannual cleaning services, ensuring thorough sanitation across all designated areas. This includes dusting, vacuuming, disinfecting restrooms, emptying trash, cleaning floors, and spot-cleaning carpets and upholstery. Specific focus is placed on maintaining areas such as restrooms, kitchens, council chambers, and recreation rooms in each facility.
2. **Supplies and Equipment:** The firm will provide all necessary cleaning materials, including toilet tissue, paper towels, cleaning chemicals, trash liners, and equipment such as vacuum cleaners, which must be kept on-site at each location. The janitorial staff must also maintain an orderly janitorial closet and ensure no City equipment is used.
3. **Special Requirements:** Special attention is required in certain locations, such as the Police Station, where jail cells, locker rooms, and other critical areas require stringent cleaning and sanitation to meet state health and safety codes. The recreation and gymnasium facilities also require additional care to maintain high-traffic areas and ensure safety for public use.
4. **Professional Standards and Coordination:** The firm must coordinate closely with the City's Public Works Superintendent or designee to ensure the proper scheduling and completion of tasks. All staff will be required to wear professional uniforms and work to the highest standards to minimize disruption to City employees and the public.
5. **Inspection and Accountability:** The City will conduct regular inspections of the work performed to ensure compliance with the required standards. The firm must submit monthly and quarterly reports detailing completed tasks. Any identified issues must be corrected promptly to avoid penalties or termination of the contract.

In summary, our organization is expected to maintain a consistent, high level of service across all facilities, ensuring cleanliness, safety, and sanitation, while also maintaining open communication and accountability with City officials.

### **Community-Centric Approach:**



Recognizing the unique role of municipal facilities in community life, Industrial Janitor Service (IJS) is dedicated to elevating the City's public spaces. Our services go beyond cleanliness, contributing to a positive and welcoming atmosphere for residents, visitors, and city employees.



## b. Company Information

In the realm of janitorial services, Industrial Janitor Service (IJS) proudly stands as a beacon of excellence, boasting a storied 69-year legacy and a commitment to service that goes beyond the ordinary. Our qualifications, unwavering dedication, and proven expertise uniquely position us as the ideal vendor to seamlessly meet the requirements outlined in this RFP.

### *Company History:*

Since our inception in 1955, Industrial Janitor Service (IJS) has been a driving force of innovation and service excellence. With our diverse portfolio, we've transcended industry norms, breaking barriers and establishing a legacy that blends exceptional cleanliness with a commitment to community impact. As a proud women-owned business, our unique perspective and leadership style set us apart.

### *Number of Years in Business:*

For nearly seven decades, Industrial Janitor Service (IJS) has been a stalwart in the janitorial services arena. Our enduring presence reflects our ability to evolve with the times, consistently delivering top-tier solutions. City of San Fernando gains a vendor rooted in experience, reliability, and a commitment to service continuity, with the added distinction of being a woman-owned business contributing to diversity and inclusion.

### *Service Commitment to Customers:*

Beyond janitorial solutions, Industrial Janitor Service (IJS) is dedicated to fostering lasting relationships with clients. Our commitment to client satisfaction extends to a proactive approach in meeting evolving needs, ensuring an impeccable experience for City of San Fernando. We view our work not merely as a service but as a contribution to the civic well-being of our community.

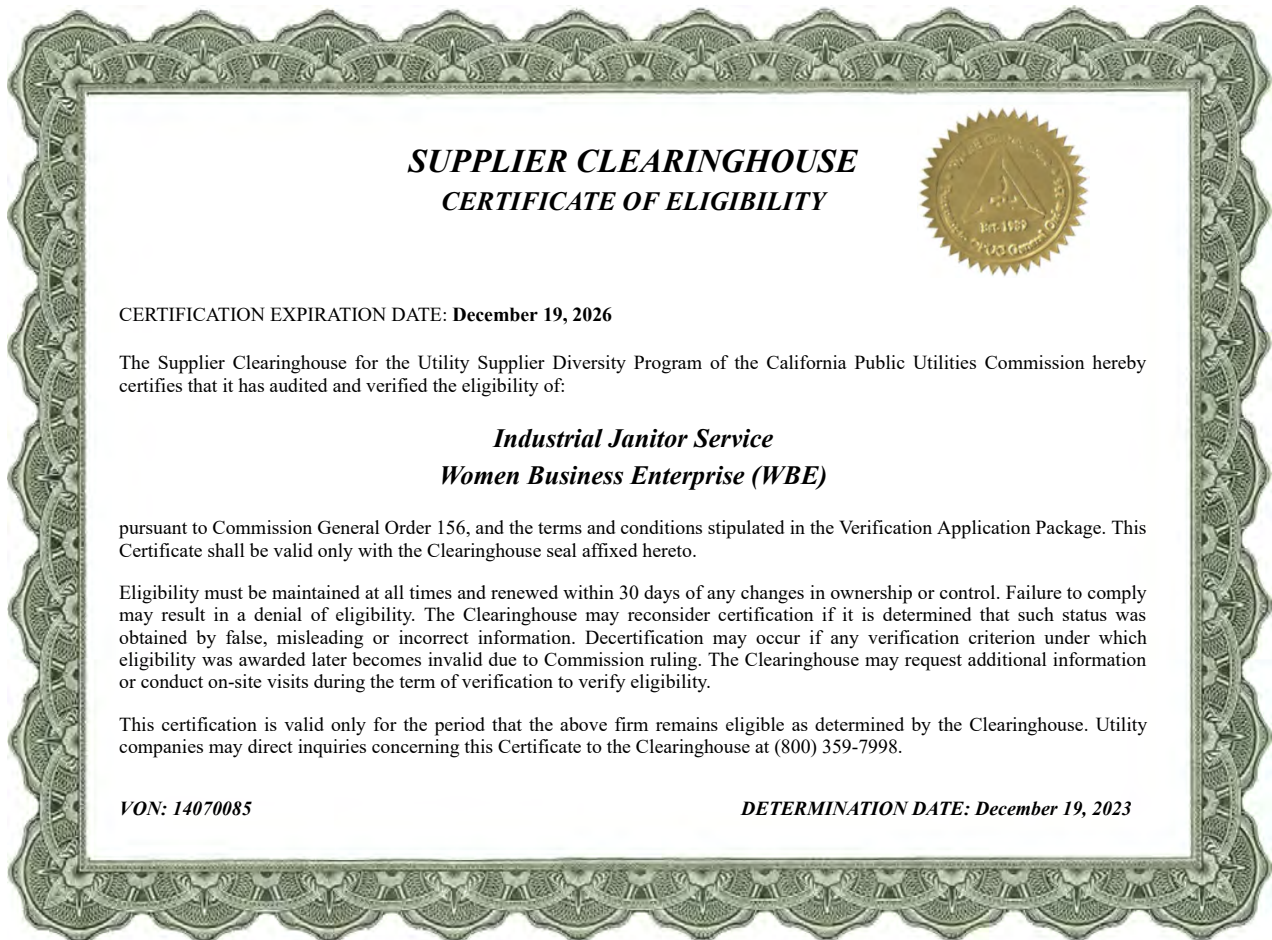
### *Litigation Status:*

Please note, Industrial Janitor Service (IJS) stands with a clean litigation record. We are not embroiled in any pending legal matters that could impede our ability to provide the proposed service or ongoing support. Transparency and ethical practices define our operations, aligning with the values of City of San Fernando.

### *Business Structure and Formation Date:*

Operating as a corporation, Industrial Janitor Service (IJS) has strategically structured itself for efficiency and effectiveness. Our incorporation dating back to 1955 underscores our commitment to professionalism and adherence to best practices, ensuring City of San Fernando a reliable and accountable vendor, with the added distinction of being a proud woman-owned business.









- *Primary and secondary contact name and title*
  - Darla Drendel – Chief Executive Officer
  - Marlen Escalante – Key Accounts Manager
- *Name and qualifications of project manager and key team members*
  - Aurora Dorantes – Assistant Supervisor who oversees field operations and train new staff.
- *Name and title of the individual(s) that would sign Agreement if Firm were selected*
  - Darla Drendel – Chief Executive Officer
- *Any other names under which Firm does business*
  - Not Applicable
- *Business office address*
  - 221 North San Dimas Avenue, San Dimas, CA 91773
- *Phone and fax numbers*
  - Phone: 909-305-5911
  - Fax: 909-305-5914
- *E-mail addresses*
  - darla@ijsclean.com
- *Form of ownership (sole proprietorship, partnership, corporation, etc.)*
  - Corporation
- *State of organization/incorporation*
  - California
- *Number of years in business*
  - 69 Years
- *Names and addresses of principals, corporate officers, and individuals with an ownership interest of greater than 10%*
  - Darla Drendel – 221 North San Dimas Avenue, San Dimas, CA 91773
- *Number of employees*
  - 400+ nationwide
- *Federal Tax I.D. Number*
  - 95-2558826
- *Business License Number*



- Business License: 0545861
- *Statement of willingness to sign the form contract agreement (Attachment "B")*
  - Industrial Janitor Service, Inc. acknowledges receipt of the City of San Fernando's form contract agreement as outlined in Attachment B of the Request for Proposal (RFP) for Janitorial Services. After careful review of the terms and conditions outlined in the agreement, Industrial Janitor Service, Inc. expresses its willingness and commitment to sign the form contract agreement without exceptions or modifications, provided that we are selected as the successful bidder.
- *Resume for each key personnel involved with providing services*

# Marlen Escalante

Key Accounts Manager: City of Rancho Cucamonga

## Contact

3885 Trinity Street, Los Angeles CA 90011  
Marlenescalante@julesjan.com  
(323) 637-2885

## Objective

Maintenance operations and standard practices. Organized and disciplined professional with advanced problem-solving abilities. Proficient in hazardous materials handling, cleaning procedures. Adept at handling all types of custodial tasks and effectively training team members to perform jobs with accuracy and speed. Excellent leader with strong communication and interpersonal skills. Motivates, trains, and manages team to meet expectations every day. Organized and dependable candidate successful at managing multiple priorities with a positive attitude. Willingness to take on added responsibilities to meet team goals

## Education

Thomas Jefferson High School  
(1119 S 81 St, Los Angeles CA, 90031)

Los Angeles Trade Tech College  
400 W Washington Blvd, Los Angeles CA, 90015

## Experience

October 2007- present  
Supervisor, Industrial Janitorial Services

January 2002 - January 2006  
Salesperson, Maple Mini Market

January 2002 - March 2006  
Salesperson, Marta mini market

## Key Skills

Ability to work well under pressure and meet deadlines.

Ability to work extended hours as varying shift schedule necessary.

Excellent at Problem Solving

## Leadership

Successfully led a janitorial team, while maintaining excellent customer satisfaction score

## References

Available upon request



# SONIA FLORES

17437 Anastasia Ave, Fontana, CA 92335 | (310) 467 - 8943

## OBJECTIVE

To proved the company with excellent work skills.

## EXPERIENCE

Industrial Janitorial Services

Janitorial | June 2018 – September 2023

· Cleaning restrooms

Dusting furniture

Using industrial cleaning equipment if necessary

El Superior Market

Custodial | July 2019 – May 2021

Wiping mirrors

Disinfecting work spaces

Cleaning spills

## EDUCATION

General Studies | High School Diploma

## REFERENCES

Upon request

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**MARIA DE ROSARIO  
GARCIA DE VASQUEZ**

594 E James ST, Rialto CA 92376 | (909) 749 - 3026

**Skills Summary**

**Known to be punctual, flexible, organized, and a detail-oriented team worker.**

**Education**

**General studies | HighSchool Diploma**

**Experience**

**Industrial Janitorial Services (IJS )**

*Janitor | June 2010 – present*

General cleaning or buildings

Take out trash

Mopping | Sweeping

**House cleaning**

House keeper | September 2008 – December 2012

Laundry

Changing bed linens

Assisting Guest When Necessary



## JOSE FLORES

17437 Anastacia Ave, Fontana, CA 92335 | (323) 359 - 9037

### OBJECTIVE

Is to keep the premises clean, sanitized, and safe.

### EXPERIENCE

Industrial Janitorial Services

Janitor | June 2018 – September 2023

Mopping\ sweeping

Clean restrooms \ all countertops

Taking our trash

El Superior market

Custodial | July 2019 – August 2021

Ensuring safety

Fixing minor repairs

Insuring shoppers safety when rainy days

### EDUCATION

General Studies | High School Diploma

### REFERENCES

Upon request

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## **AURORA DORANTES**

(626) 620 – 6779 | [dorantes.aurora@gmail.com](mailto:dorantes.aurora@gmail.com) | 6238 Corey Steet,  
Riverside, CA 92509

### **Skills Summary**

Punctual, flexible, organized, and detail-oriented worker.

### **Education**

*General Studies | High School Diploma*

### **Experience**

#### *Industrial Janitorial Services*

*Assistant Supervisor | December 2016 – Present*

- Train New Staff
- Deliver supplies to various locations
- Informing the supervisor about leaves and problems occurring in and site

#### *LA's BEST*

*Program Worker | May 2021 – February 2023*

- Supervise a classroom of over twenty students
- Building workshops for various of different ages of students
- Practice emergency evacuations, CPR certified

### **Resume**

Diana Arevalo (909) 553 – 5320  
Marlen Escalante (323) 637 – 2885



3605 S. Trinity Street  
Los Angeles, CA 90011  
(323) 385-1886  
[Escalante.ivon94@gmail.com](mailto:Escalante.ivon94@gmail.com)

|                                       |   |
|---------------------------------------|---|
| <b>OBJECTIVE</b><br><br><b>SKILLS</b> | <p>Looking to serve a role in which I can further expand my knowledge and skills.</p> <p>Bilingual: English and Spanish</p> <p>Intake Assessments: 30 day assessments of the Client</p> <p>Case Management: Annual Reports, Semi Reports.</p> <p>Progress Notes: incidents reports, Monitor Daily Progress</p> <p>Annual Reports: Set 4-6 goals based on their needs</p> <p>Daily Communication with Supervisor and team members</p> <p>Microsoft Word, PowerPoint, Excel.</p>  |
| <b>WORK</b><br><b>HISTORY</b>         | <p><b><u>EL NIDO FAMILY CENTERS (FAMILY SOURCE CENTER)</u></b></p> <p>Data Entry Technician<br/>January 2023- till present<br/>Duties: input all data for the agency on BitFocus system. Input all the data from the customer application into BitFocus system for the City of Los Angeles CDIF and HUD see what we services we provide to the clients.</p> <p><b><u>1736 FAMILY CRISIS CENTER</u></b></p> <p><b>CASE MANAGER</b><br/>April 22,2022- December 2022<br/>Duties: case management with Intensive Clients. Progress Notes, input services on file and Bitfocus. Customer application, collect documents. Make calls, send emails</p> <p><b>CARES COUNSELOR</b><br/>January 01,2022- April 22,2022<br/>Duties: complete Financial Needs Analysis with the Client. Determine the needs of the family or individual. Create clients report,progress notes,add clients information to BitFocus(Los Angeles system).</p> <p><b>ERAP NAVIGATOR</b><br/>September 01,2021-December 31,2021<br/>Duties: Assist clients with their application. Assist them with uploading documents. Provide different resources for our clients.</p> <p><b><u>HERITAGE UNITED METHODIST CHURCH</u></b><br/>June 15,2020- August 30, 2021<br/>Administrative Assistant<br/>Duties: Check emails, take phone calls, process bills, design website, copies (scan, fax,) documents. Create contracts, make monthly bulletins. Make appointments, manage schedules. Manage petty cash, and all other income coming in for the process.</p> <p><b><u>ARC INC.</u></b><br/>September 2019- March 2020<br/>Cessation sessions (Tobacco Use Prevention Program)</p> |



**INDUSTRIAL JANITORIAL SERVICES**

January 15, 2015 - December 21, 2018

Janitorial Position

Duties: clean offices, restrooms, break rooms, in charge of maintenance.

**SUMMER PROGRAM, LOS ANGELES, CALIFORNIA**

July 1, 2014- July 30, 2017

**Teacher Assistant**

Duties: Assist with homework. Teach Basic Math, and English.  
Supervise Field Trip. Assistant to Coordinator. Registration Assistant.

**STAR EDUCATION, LOS ANGELES, CALIFORNIA**

February 1, 2015- to December 21, 2017

*G4 Teacher/ Nova Teacher*

Duties: Assist with Homework. Prepare Math lessons, Physical Education. Supervise Field Trips. Parent Meetings. Earth day event.

**East Los Angeles Remarkable Citizens Association (EL ARCA)**

August 2017- May 2018

*Social Work Intern*

Duties: Case Management. One-on-One with Clients. Review Caseloads. Assessment of the clients. Review/ Update client files. Work with Regional Centers for Individual Support Plan. Open House/ Parent Conference. Supervise classroom/daily activities of the clients. Annual/ Semi reports.

**EDUCATION****HIGH SCHOOL DIPLOMA****THOMAS JEFFERSON SENIOR HIGH SCHOOL****SEPTEMBER 2008- MAY 2012**

Honor Roll, Principle Honor List, Graduation with silver in Honors

GPA: 3.87

**CALIFORNIA STATE UNIVERSITY, LOS ANGELES****FALL 2012- SPRING 2018**

Dean List 2016-2017

Graduation May 25, 2018

Bachelor of the Arts Social Work

**REFERENCES****Myrna Jefferson**

Former Boss/ Mentor

(323)559-5775

**Ruth Conley**

Former Finance Supervisor



(310) 386-0751  
**Rodney Ross**  
Former Property Manager  
(323) 212-2941  
**Gary Williams**  
Mentor  
(323) 359-0259



# ELVIRA ZAMORA TOVAR

14014 Barrydale St, La Puente, CA 91746 | (626) 624 – 8523

## OBJECTIVE

To show talent I have learn in many years of working for varies companies.

## EXPERIENCE

Industrial Janitorial Services

Janitor | February 2017 – present

Mopping | sweeping

Sanitizing countertops

High Dusting

Colonial Garden

Janitor | September 2020 – November 2023

Taking trash

Sanitizing restrooms

Lock doors at the end of night shift

## EDUCATION

General Studies | High School Diploma

## REFFRENCES

Upon request

2

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## MARIBEL RAMIREZ

820 E G ST, Colton CA 92324 | (442) 414 – 1447

### Skills Summary

Experience with using cleaning equipment, including vacuum cleaners, floor buffer , and cleaning solutions. Knowledge with handling hazardous materials.

### Education

**General Studies | High School Diploma**

### Experience

#### **Industrial Janitorial Services (IJS )**

*Janitor | March 2017 – present*

Wipe down and sanitize all surfaces

Organized janitorial closet and stores all supplies | tools

Looks all doors at the end of shifts

#### **Child Support Services**

*Custodian | August 2008 – May 2017*

Maintained inventory of cleaning supplies and equipment

Clean entrance glass

Dusted furniture | Desk

Restocked restrooms ( toilet paper | hand towels)

### References

Given upon request

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# DELIA RAMIREZ

820 E G ST, Colton 92324 | (480) 336 - 2411

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## OBJECTIVE

Ensuring that all assigned areas are cleaned and sanitized according to departmental procedures. This includes dusting, mopping, vacuuming, spot cleaning carpets, washing walls, furniture.

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## EXPERIENCE

Industrial Janitorial Services

Janitor | April 2020 – Present

- Maintaining the cleanliness of the building and all surrounding grounds
- Sanitizing Restrooms | Offices | classrooms
- Empty All Trash
- Following policies and procedures

House keeping

House keeper | July 2018 – April 2020

- Making Bed
- Ironing
- Cooking
- Running errands for home owners

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## EDUCATION

GENERAL STUDIES | High School Diploma

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## **CECIA TINAJERO**

7200 Cottonwood Ave, Hesperia, CA 92345 | (909) 910 - 3756

### **Objective**

Is to provide employer with the best quality and highest service

### **Education**

***High School Diploma | General Studies***

### **Experience**

#### ***Industrial Janitorial Services***

*Janitor | July 2013 – Oct 2023*

Sweep, mopping

Wipe all countertops

Sanitize, restrooms

#### ***Molly Maid***

*Housekeeper | August 2015 – September 2017*

Changing bed linings

Washing and drying dishes

Washing and putting away laundry

### **References**

Upon request

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# ESMERALDA SANTOS

7200 Cottonwood Ave , Hesperia CA 92345 | (951) 525 - 8257

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## OBJECTIVE

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To provide quality cleaning that help eliminate germs and allergens.

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## EXPERIENCE

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Industrial Janitorial Services

Janitor | July 2013 – December 2023

- Sanitizing restrooms
- Sanitizing countertops
- Disposing of trash

Molly Maid

House keeper | August 2015 - May 2017

- Vacuuming | mopping
- Cleaning rooms
- Picking up and putting away any objects

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## EDUCATION

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General Studies | High School Diploma

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## REFERENCES

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Upon request



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## **GUADALUPE QUINTERO**

161 N Nearglen Ave, Covina, CA 91724 | (562) 514- 3395

### **Skills Summary**

A fast learner, Multitasker. Punctual person

### **Education**

**General Studies | High School Diploma**

### **Experience**

#### **Industrial Janitorial Services**

Janitor | May 2023 - Present

Cleaning restrooms

Vacuuming | Mopping

#### **Colonial Gardens**

Maintenance | September 2019 – June 2023

Trash removal

Cleaning and Sanitizing

**References upon request**

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# BLANCA DE HERNANDEZ

1683 E 111th St, Los Angeles, CA 90059 | (323) 975-7626

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## OBJECTIVE

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To maintain clean workspace. To provide the company with my skill and learn some from theirs.

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## EXPERIENCE

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Industrial janitorial services

Janitor February 2020 – Present

- Maintaining a clean facility
- Disinfecting countertops
- Emptying trash

Colonial Gardens

Maintenance July 2018 – September 2023

- Attention to detail in cleaning
- Replacing lightbulbs
- Clean facilities and equipment

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## EDUCATION

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High School Diploma | General studies

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## REFERENCES

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Field supervisor | Marlen Escalante | (323) 637- 2885 | [Marleneescalante@ijsclean.com](mailto:Marleneescalante@ijsclean.com)

Co-worker | Guadalupe Quintero | (562) 514-3395



# ALBERTO ALVAREZ

414 E 36 St, Los Angeles, CA 90011 | (323) 915 - 3998

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## OBJECTIVE

To maintain a peaceful workspace. To provide the company with excellent customer service experience.

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## EXPERIENCE

Industrial Janitorial Services

Janitor | June 2020 – present

- Clean countertops
- Maintaining clean restrooms / facilities
- Garage dispossessing

Maple Mini Market

Cashier | November 2018 - August 2022

- Greeting Customers
- Restocking
- Marking Prices

---

## EDUCATION

General Studies | High School Diploma

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## REFERENCES

Field Supervisor | Marlen Escalante | (323) 637 – 2885 | [marlenescalante@ijs.com](mailto:marlenescalante@ijs.com)

Co-worker | Aurora Dorantes | (626) 620 - 6779

## c. Key Contact Persons

# Marlen Escalante

Key Accounts Manager: City of Rancho Cucamonga

### Contact

3605 Trinity Street, Los Angeles CA 90011  
Marlenescalante@jais.com  
(323) 637-1885

### Objective

Maintenance operations and standard practices. Organized and disciplined professional with advanced problem-solving abilities. Proficient in hazardous materials handling, cleaning procedures. Adept at handling all types of custodial tasks and effectively training team members to perform jobs with accuracy and speed. Excellent leader with strong communication and interpersonal skills. Motivates, trains, and manages team to meet expectations every day. Organized and dependable candidate successful at managing multiple priorities with a positive attitude. Willingness to take on added responsibilities to meet team goals

### Education

Thomas Jefferson High school  
(1119 E 31 St, Los Angeles CA, 90011)  
Los Angeles Trade Tech college  
(1001 W Washington Blvd, Los Angeles CA, 90015)

### Experience

October 2007- present  
Supervisor, Industrial Janitorial Services

January 2002 - January 2006  
Salesperson, Maple Mini Market

January 2002 - March 2006  
Salesperson, Marta mini market

### Key Skills

Ability to work well under pressure and meet deadlines.  
Ability to work extended hours on varying shifts when necessary.  
Excellent in Problem Solving

### Leadership

Successfully led a janitorial team, while maintaining excellent customer satisfaction score

### References

Available upon request.

## **AURORA DORANTES**

(626) 620 – 6779 | [dorantes.aurora@gmail.com](mailto:dorantes.aurora@gmail.com) | 6238 Corey Steet,  
Riverside, CA 92509

### **Skills Summary**

Punctual, flexible, organized, and detail-oriented worker.

### **Education**

*General Studies | High School Diploma*

### **Experience**

#### *Industrial Janitorial Services*

*Assistant Supervisor | December 2016 – Present*

- Train New Staff
- Deliver supplies to various locations
- Informing the supervisor about leaves and problems occurring in and site

#### *LA's BEST*

*Program Worker | May 2021 – February 2023*

- Supervise a classroom of over twenty students
- Building workshops for various of different ages of students
- Practice emergency evacuations, CPR certified

### **Resume**

Diana Arevalo (909) 553 – 5320  
Marlen Escalante (323) 637 – 2885



## d. Related Experience

Industrial Janitor Service (IJS) has established itself as a leading provider of janitorial solutions. Our specialized experience includes successfully managing the cleanliness and sanitation of various types of facilities. What distinguishes us is our proven track record of delivering excellence. We prioritize proactive communication, responsive support, and personalized solutions, ensuring the highest standards of cleanliness and hygiene. Our commitment to innovation and safety guarantees a clean and healthy environment for all residents and city employees.

Below, please find five references capable of speaking to the quality of cleaning services rendered:

### **Reference 1:**

*Company:* United Education Institution

*Address:* 16485 Laguna Canyon Road, Suite 300, Irvine, CA 92618

*Telephone:* 909-728-2018

*Contact Person:* David Gerten, National Facilities Manager

*Years of Service Provided:* 8 Years

*Description of Service:* Duties encompass carpet extraction, floor care, window washing, pressure washing, waste removal, and daily upkeep.

*Dates of Service:* 2016 to Current

### **Reference 2:**

*Company:* Wells Fargo Bank (California Locations)

*Address:* 420 Montgomery Street, San Francisco, CA, 94104

*Telephone:* 626-833-4289

*Contact Person:* Pablo Lopez, Regional Facilities Manager

*Years of Service Provided:* 8 Years

*Description of Service:* Duties encompass sanitizing work areas, restrooms, and common areas, with tasks like floor care, waste removal, and dusting on a daily basis.

*Dates of Service:* 2016 to Current

### **Reference 3:**

*Company:* HHM (U.S. Banks – California)

*Address:* 500 W. Main Street, Suite 305, PO Box 1337, Branson, MO 65615

*Telephone:* 314-302-4545

*Contact Person:* Brenda Andrade, Area Manager

*Years of Service Provided:* 9 Years

*Description of Service:* Duties encompass sanitizing work areas, restrooms, and common areas, with tasks like vacuuming, mopping, and dusting.

*Dates of Service:* 2015 to Current



**Reference 4:**

*Company:* Shepherd of the Hills

*Address:* 19700 Rinaldi Street, Porter Ranch, CA 91326

*Telephone:* 818-831-9333

*Contact Person:* Kae Striegel, Facilities Manager

*Years of Service Provided:* 25+ Years

*Description of Service:* Dues encompass cleaning worship areas, restrooms, and common areas, with tasks like floor care, waste removal, and weekly cleaning.

*Dates of Service:* 1999 to Current

**Reference 5:**

*Company:* KPI, Karpel Partners, Inc.

*Address:* 485 North Main Street, Winsted, CT 06098

*Telephone:* 860-480-8417

*Contact Person:* Robert Oley, Property Manager

*Years of Service Provided:* 10 Years

*Description of Service:* Dues encompass carpet extraction, deep clean floor care, with tasks like industrial vacuuming and mopping.

*Dates of Service:* 2014 to Current



## e. List of Tools and Equipment

Here's a sample list of equipment, tools, chemicals, wax, disinfectants, and other cleaning compounds that can be used for executing janitorial services in compliance with California's cleaning standards, including environmentally friendly options where applicable:

### 1. Equipment and Tools:

- **Commercial Vacuum Cleaners** (HEPA Filter): For carpets and floors, including backpack vacuums for hard-to-reach areas.
- **Auto Scrubbers** (Electric or Battery-Powered): For cleaning large floor areas.
- **High-Speed Burnishers**: For polishing and restoring hard floors.
- **Floor Buffers**: For stripping, scrubbing, and polishing hard surfaces.
- **Wet/Dry Shop Vacuums**: For liquid spills and heavy-duty cleaning.
- **Microfiber Mops and Cleaning Cloths**: For dusting and cleaning surfaces, minimizing the use of chemicals.
- **Flat Mopping Systems**: For more efficient floor cleaning and reduced water use.
- **Dusting Tools with Extension Poles**: For high areas like ceiling fans, vents, and lighting fixtures.
- **Scrubbing Brushes (Various Sizes)**: For scrubbing tough stains on floors, walls, and grout.
- **Pressure Washers**: For outdoor cleaning and disinfecting large surface areas.
- **Carpet Extractors**: For deep cleaning and stain removal on carpets.
- **Squeegees and Window Washing Kits**: For cleaning glass surfaces, windows, and mirrors.

### 2. Chemicals, Disinfectants, and Cleaning Compounds (Green Certified):

- **All-Purpose Cleaners:**
  - *Simple Green All-Purpose Cleaner* (Green Seal Certified)
  - *Seventh Generation Multi-Surface Cleaner* (EPA Safer Choice)
- **Disinfectants:**
  - *CloroxPro Total 360 Disinfectant Cleaner* (EPA-registered for COVID-19 disinfection)
  - *Oxivir Five 16* (Hydrogen Peroxide-based disinfectant, EPA-registered, environmentally safer)
- **Floor Cleaners:**
  - *Spartan Clean by Peroxy* (Green Seal Certified, all-purpose and floor cleaning)
  - *EcoLabs Stride Citrus Neutral Cleaner* (for floors with a neutral pH to prevent surface damage)
- **Glass and Surface Cleaners:**
  - *EcoLogic Glass Cleaner* (Ammonia-free, Green Seal Certified)
  - *3M Glass Cleaner* (Fast-drying, streak-free formula)
- **Floor Strippers:**
  - *Green Solutions Floor Finish Remover* (Eco-friendly, Green Seal Certified)
- **Floor Wax/Polish:**

- *Betco Hard As Nails Floor Finish* (Zinc-free, high-durability polish that meets environmental standards)
- **Carpet Cleaners and Stain Removers:**
  - *Capture Carpet Dry Cleaner Powder* (Safe for use in public facilities)
  - *BioKleen Bac-Out Stain and Odor Remover* (Enzyme-based, biodegradable cleaner)
- **Restroom Cleaners:**
  - *Diversey Crew Restroom Floor & Surface SC Non-Acid Disinfectant Cleaner* (EPA Safer Choice, non-toxic)
  - *Green Works Bathroom Cleaner* (Plant-based, Green Seal Certified)

### 3. Wax, Sealers, and Finishes:

- **Non-Slip Floor Wax/Finish:**
  - *Diversey Care-Free Matte Floor Finish* (Low gloss, non-slip, durable)
  - *Betco Untouchable with Scuff Resistance Technology* (Low-VOC, long-lasting finish)
- **Sealers:**
  - *Zep Wet-Look Floor Polish* (Long-lasting shine, meets safety standards for non-slip surfaces)
  - *Armstrong S-495 Commercial Floor Sealer* (Heavy-duty sealer, resistant to stains and wear)

### 4. Stain Removers and Specialty Cleaners:

- **Rust Removers:**
  - *Whink Rust Stain Remover* (Non-abrasive, quick action)
- **Graffiti Removers:**
  - *Motsenbocker's Lift Off #4 Graffiti Remover* (EPA Safer Choice, environmentally friendly)
- **Gum Removers:**
  - *3M Gum Remover* (Citrus-based, safe for carpets and hard floors)
- **Mildew and Mold Removers:**
  - *Concrobium Mold Control* (Non-toxic, bleach-free, EPA-registered)

### 5. Personal Protective Equipment (PPE):

- **Nitrile Gloves:** For protection against harsh chemicals.
- **Safety Goggles:** For protection during chemical use or high-pressure washing.
- **Face Masks/Respirators:** For working in dusty environments or handling strong chemicals.
- **Slip-resistant footwear:** To prevent accidents during floor cleaning tasks.

### 6. Environmentally Friendly Alternatives:

Given California's stringent environmental standards, it's recommended to use products certified by Green Seal, EcoLogo, or EPA's Safer Choice programs, which reduce VOC emissions and protect indoor air quality.





**Compliance with California Standards:**

All products should be compliant with the California Air Resources Board (CARB) regulations, particularly regarding Volatile Organic Compounds (VOCs). The selected equipment and chemicals should align with CAL-OSHA standards to ensure safety and minimal environmental impact.

## Attachment A Bid Sheet

### Maintenance Facilities/ Parks/ Buildings Full Service Schedule

□

|   | <b>Building/ Facility/ Park</b>  | <b>Address</b>        | <b>Approx. Sq. Footage</b> | <b>Monthly Cost</b> | <b>Annual Cost</b> |
|---|--|-----------------------|----------------------------|---------------------|--------------------|
| 1 | City Hall (daily – alternating schedule 4 times/week; 5 times/week)              | 117 Macneil Street    | 14,432                     | \$3,300             | \$39,600           |
| 2 | Police Department (daily – 7 times/week); General Offices (daily – 5 times/week) | 910 First Street      | 19,669                     | \$5,000             | \$60,000           |
| 3 | Public Works Operations Center (daily – 3 times/week)                            | 120 Macneil Street    | 11,345                     | \$2,500             | \$30,000           |
| 4 | Public Works Equipment Yard Trailer (daily – 3 times/week)                       | 501 First Street      | 1,864                      | \$500               | \$6,000            |
| 5 | Recreation Park (daily – 7 times/week)   | 208 Park Avenue       | 20,334                     | \$3,500             | \$42,000           |
| 6 | Las Palmas Park (daily – 7 times/week)   | 505 South Huntington  | 18,691                     | \$3,500             | \$42,000           |
| 7 | Rudy Ortega Park Exterior Restrooms and Tea House (daily – 7 times/week)         | 2025 Fourth Street    | 1,120                      | \$400               | \$4,800            |
| 8 | Pioneer Park Exterior Restrooms (daily – 7 times/week)                           | 828 Harding Avenue    | 700                        | \$300               | \$3,600            |
| 9 | Layne Park(daily-7 times/week)   | 120 N. Huntington ST. | 200                        | \$200               | \$2,400            |
|   |  |                       | <b>88,355</b>              |                     |                    |

\*Not Currently Open; Start Date to be determined.

\*\*See Tasks Checklist for detail of each facility.

**Bid Sheet****Maintenance Facilities/ Parks/ Buildings  
Reduced Service Schedule**

|   | <b>Building/ Facility/ Park</b>  | <b>Address</b>     | <b>Approx. Sq. Footage</b> | <b>Monthly Cost</b> | <b>Annual Cost</b> |
|---|--|--------------------|----------------------------|---------------------|--------------------|
| 1 | City Hall (daily – 3 times/week)   | 117 Macneil Street | 14,432                     | \$2,800             | \$33,600           |
| 2 | Police Department (daily – 7 times/week); General Offices (daily – 5 times/week) | 910 First Street   | 19,669                     | \$4,500             | \$54,000           |
| 3 | Public Works Operations Center (daily – 3 times/week)                            | 120 Macneil Street | 11,345                     | \$2,200             | \$26,400           |
| 4 | Public Works Equipment Yard Trailer (daily – 3 times/week)                       | 501 First Street   | 1,864                      | \$400               | \$4,800            |
| 5 | Recreation Park (daily – 5 times/week)   | 208 Park Avenue    | 20,334                     | \$3,200             | \$38,400           |

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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Wendell Johnson, Director of Public Works

**Date:** November 18, 2024

**Subject:** Consideration to Approve a Memorandum of Understanding with the Los Angeles County Flood Control District to Accept Phase 3 Urban and Multibenefit Drought Relief Program Grant Funds for Well 3 Nitrate Removal Treatment System Related Projects and Adopt a Resolution Appropriating Funds

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) with the Los Angeles County Flood Control District (LACFCD) (Attachment "A" – Contract No. 2317) to Accept Phase 3 Urban and Multibenefit Drought Relief Program Grant Funds in the amount of \$750,000 for Well 3 Nitrate Removal Treatment System Related projects;
- b. Adopt Resolution No. 8344 (Attachment "B") amending the Fiscal Year (FY) 2024-2025 Adopted Budget to appropriate Phase 3 Urban and Multibenefit Drought Relief Program Grant Fund expenditures and revenues; and
- c. Authorize the City Manager, or designee, to execute the agreement and all related documents.

### BACKGROUND:

1. On November 4, 2014, California voters approved Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 which authorized the appropriation of \$510 million in Integrated Regional Water Management (IRWM) funding for implementation, planning, and disadvantaged community involvement efforts to each funding area.
2. In 2016, the Los Angeles-Ventura Funding Area's (LAFA) three (3) IRWM Regional Water Management Groups which included the Greater Los Angeles County, Upper Santa Clara River, Watersheds Coalition of Ventura County and their participating local entities, designated LACFCD as the representative entity to apply for, accept, and administer Proposition 1 2016 Disadvantaged Community Involvement Program (DACIP) grant funds on behalf of the LAFA to fund proposed DACIP activities.

**Consideration to Approve a Memorandum of Understanding with the Los Angeles County Flood Control District to Accept Phase 3 Urban and Multibenefit Drought Relief Program Grant Funds for Well 3 Nitrate Removal Treatment System Related Projects and Adopt a Resolution Appropriating Funds**

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3. In 2021, the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) allocated \$300 million to the Department of Water Resources (DWR) to deliver grants for interim and immediate drought relief to urban communities and for multibenefit projects; a set-aside of at least \$50 million was made available to support underrepresented communities and Native American Tribes through the DACIP.
4. In October 2021, DWR issued the 2021 Urban and Multibenefit Drought Relief Grant (UMDRG) Guidelines and Proposal Solicitation to establish the process and criteria to solicit applications, evaluate proposals, and award \$50 million in 2021 UMDRG funds to Disadvantaged Communities (DAC) to be implemented under the DACIP.
5. In July 2021, the City submitted a \$750,000 funding request to DWR for design and construction of the Well 3 Nitrate Removal Treatment System improvement related projects.
6. On June 23, 2022, LACFCD was notified by DWR (Attachment "C") that it had been awarded \$5,000,000 in UMDRG funds, on behalf of the LAFA, of which LACFCD accepted \$3,258,000. This amount included \$750,000 for the City's project and \$84,000 to cover grant administration and project management for the LAFA projects.
7. On April 1, 2023, LACFCD entered into an agreement with DWR to secure the \$3,258,000 in UMDRG funds.
8. On September 12, 2024, the City received the MOU from LACFD, requesting signatures for acceptance of the \$750,000 in funding.

**ANALYSIS:**

The City has two (2) main sources of water: 1) ground water from the local groundwater wells, and 2) imported water from the Metropolitan Water District of Southern California (MWD). The City currently has four (4) active wells (Well Nos. 2A, 3, 4A, and 7A) for groundwater extraction. All of the City's groundwater wells are located in the Sylmar Groundwater Basin. The imported water from MWD is an alternate supply when groundwater production from the wells cannot meet the demand or when experiencing water quality issues.

The Nitrate levels of groundwater supplies from Well Nos. 3 and 7A were above the Maximum Contaminant Level (MCL) of 10 mg/l, as a result the City implemented a Nitrate Removal Treatment System to help assure a reliable source of water supply that can meet and or exceed the State and Federal drinking water standards.

The City's water system currently has two (2) Ion Exchange (IX) water treatment plants (Plant No. 1 and No. 2) for Nitrate removal. Plant No. 1 has been in service since 2017, and Plant No. 2 was completed in 2023 and became fully operational as of March 8, 2024.



**Consideration to Approve a Memorandum of Understanding with the Los Angeles County Flood Control District to Accept Phase 3 Urban and Multibenefit Drought Relief Program Grant Funds for Well 3 Nitrate Removal Treatment System Related Projects and Adopt a Resolution Appropriating Funds**

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To offset the cost of implementing the required Nitrate Removal Treatment System, the City has searched for any and all funding resources available. In 2021, the City qualified and applied for the Urban and Multibenefit Drought Relief Grant offered through the State of California Department of Water Resources and Los Angeles County Flood Control District. The City has been awarded a reimbursable \$750,000 grant for the construction of Phase of the Well 3 Nitrate Removal Treatment System, which was completed in early 2024.

Although the Well No. 3 Nitrate Removal System has already been completed, the City was notified that the requested funding had been approved and staff has been including this funding as part of the total Sources and Uses for this project. Due to the exigent circumstances created by the high nitrate levels and a need to protect the City's water supply, the City moved forward with the project prior to receiving a final grant agreement. The requested action will approve the grant agreement with LACFC and allow the City to collect the grant funding. The grant is a reimbursable grant that will allow the City to recoup any construction related cost incurred between June 11, 2022 through March 31, 2026, up to the approved grant award of \$750,000.

**BUDGET IMPACT:**

The \$750,000 grant the City received from LACFD through the Urban and Multibenefit Drought Relief Grant Program is obtained through reimbursement. Due to the Well 3 Nitrate Removal Treatment System Improvement project being completed, staff can immediately request reimbursement for project related expenditures. Adoption of the attached resolution is necessary to amend the FY 2024-2025 Adopted Budget to appropriate the grant revenues (010-3686-0867) and expenditures (010-385-0867-4600) for the and Multibenefit Drought Relief Grant.

**CONCLUSION:**

It is recommended that the City Council approve a Memorandum Of Understanding with the Los Angeles County Flood Control District, adopt Resolution No. 8344 amending the FY 2024-2025 Adopted Budget, and authorize the City Manager to execute the MOU and all grant related documents.

**ATTACHMENTS:**

- A. Contract No. 2317
- B. Resolution No. 8344
- C. Award Notification Letter

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "Agreement"), is made and entered into as of the date of the last Party signature set forth below between the **LOS ANGELES COUNTY FLOOD CONTROL DISTRICT** (hereinafter referred to as "LACFCD"), and **CITY OF SAN FERNANDO** (hereinafter referred to as "Local Project Sponsor" or "LPS"). LACFCD and LPS are hereinafter referred to as "Parties" or, each individually, as "Party" for the following project(s): **WELL 3 NITRATE REMOVAL TREATMENT SYSTEM** (hereinafter referred to as "Project(s)"). The requested grant amount for the Project(s) is **\$750,000**.

**W I T N E S S E T H**

WHEREAS, on November 4, 2014, California voters approved Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014. Proposition 1 authorized the appropriation of \$510 million in Integrated Regional Water Management (hereinafter referred to as "IRWM") funding for Implementation, Planning, and Disadvantaged Community Involvement efforts to each Funding Area; and

WHEREAS, Water Code §79745 requires the California Department of Water Resources (hereinafter referred to as "DWR") to expend not less than 10 percent of the Proposition 1, Chapter 7 funds authorized for the IRWM Grant Program, \$51 million, for Funding Areas for the purpose of ensuring involvement of Disadvantaged Communities, economically distressed areas, or underrepresented communities (hereinafter collectively referred to as "DACs") in IRWM planning efforts; and

WHEREAS, in 2016, the Funding Area's three IRWM Regional Water Management Groups (hereinafter referred to as "RWMGs"), namely, Greater Los Angeles County (hereinafter referred to as "GLAC"), Upper Santa Clara River (hereinafter referred to as "USCR"), and Watersheds Coalition of Ventura County (hereinafter referred to as "WCVC"), and their participating local entities have designated **LACFCD** as the representative entity to apply for, accept, and administer Proposition 1 2016 Disadvantaged Community Involvement Program (hereinafter referred to as "DACIP") grant funds on behalf of the Los Angeles-Ventura Funding Area (hereinafter referred to as "LA Funding Area") to fund proposed DACIP activities; and

WHEREAS, the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) allocated \$300 million DWR to deliver grants for interim and immediate drought relief to urban communities and for multibenefit projects, which are intended to provide water to communities that face the loss or contamination of their water supplies, to address immediate impacts on human health and safety, and to protect fish and wildlife resources to each Funding Area; and

WHEREAS, a Set-Aside of at least \$50 million was made available to support Underrepresented Communities and Native American Tribes (herein referred to as "Tribe" or "Tribes") through the DACIP to each Funding Area; and

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WHEREAS, in October 2021, DWR issued the 2021 Urban and Multibenefit Drought Relief Grant (hereinafter referred to as “UMDRG”) Guidelines and Proposal Solicitation to establish the process and criteria to solicit applications, evaluate proposals, and award 2021 UMDRG Disadvantaged Communities (hereinafter referred to as “DAC”) Set-Aside grants to be implemented under the DACI Program; and

WHEREAS, eligible grant recipients under the Guidelines are public agencies defined as any state agency or department, special district, joint powers authority, a City, County, City and County, District, or other political subdivision of the State, nonprofit organizations defined as any corporation qualified to do business in California and qualified under United States Code, Title 26, §501(c)(3), public utilities, federally recognized Tribes listed on the Native American Heritage Commission’s Tribal Consultation list, and mutual water companies. Entities that are part of a regional water management group and responsible for applying for the grant may also perform work funded by the grant; and

WHEREAS, under the Guidelines, UMDRG Set-Aside grant proposals should preferably be submitted by an existing Grantee of the DACI Program and will receive Set-Aside funding through a separate UMDRG grant agreement; and

WHEREAS, the Funding Area’s RWMGs, and the Funding Area’s participating local entities and the LPSs identified in Exhibit A of the Grant Agreement, designated LACFCD as the entity to apply for grant funds on behalf of all proposed projects for the Funding Area; and

WHEREAS, the implementation grant proposal for the Funding Area included several proposed projects sponsored by the following local entities, solely or jointly, (the projects are identified in Exhibit A to the Grant Agreement between DWR and LACFCD, which Grant Agreement, including all Exhibits thereto, is attached hereto and incorporated herein as Attachment A); and

WHEREAS, for projects funded under the grant involving the participation of more than one entity, it is the intention of the Parties that the LPS be a single entity responsible for implementation of the Project(s) and having the authority to enter into this Agreement on behalf of all entities participating in the Project(s); and

WHEREAS, LPS assumes all responsibilities and liabilities for the Project(s) under this Agreement (including Grant Agreement responsibilities allocated to LPS under this Agreement). LPS will be the entity that invoices LACFCD and provides any documentation and information requested or required under this Agreement or the Grant Agreement by LACFCD with respect to the implementation of the Project(s), including supporting documentation, reports, and notices. In the event that the Project(s) will be implemented by more than one entity, LPS shall ensure that it has entered into appropriate written agreement(s) with each of the other Project-implementing entities to confirm the authority of LPS to enter into this Agreement on their behalf, and shall ensure that each of the other Project-implementing entities agrees to defend, indemnify and hold harmless LACFCD to the same extent that LPS provides to LACFCD under this AGREEMENT. Further, each entity participating in a Project acknowledges full responsibility for the implementation of the

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Project(s), including all responsibilities identified in this Agreement as well as the Grant Agreement and commits to the fulfillment of their respective obligations with respect to the Project(s). As to LACFCD, LPS remains solely responsible for all aspects of the Project(s); and

WHEREAS, on June 23, 2022, DWR awarded an implementation grant of five million dollars **(\$5,000,000)** to the LACFCD on behalf of the LA Funding Area LPSs, of which LACFCD accepted three million two hundred and fifty-eight thousand dollars (\$3,258,000.00).. This amount includes eighty-four thousand dollars **(\$84,000)** to cover grant administration and project management for the LA Funding Area projects; and

WHEREAS, DWR has indicated that it will enter into an agreement (hereinafter referred to as "Grant Agreement") with LACFCD, for the administration of the implementation grant funds with respect to the six (6) projects, including LPS' Project(s); and

WHEREAS, LPS desires that LACFCD execute the anticipated Grant Agreement with DWR and perform the role of Grantee therein on LPS' behalf so that LPS can receive and benefit from the UMDRG grant funds for its Project(s) in the amount to be identified in Exhibit B to the Grant Agreement; and

WHEREAS, LACFCD and LPS desire to enter into this Agreement to clarify their respective responsibilities with respect to the anticipated grant from DWR and the Parties' responsibilities pursuant to the Grant Agreement; specifically, the Parties intend that LACFCD's role will be to administer the grant funding and submit documentation required under the Grant Agreement to DWR on behalf of LPS, for which LACFCD will be reimbursed pursuant to this Agreement. LPS will be responsible for all other activities required under the Grant Agreement related to its Project(s), including, but not limited to construction, monitoring, Project management, operations and maintenance and legal compliance; and

WHEREAS, the LPS was awarded a project grant of **\$750,000.00**. This amount does NOT include the administrative fee in the LPS' requested amount to cover the LACFCD's costs for grant administration and oversight, which are reflected in the Agreement Budget Summary for Grant Administration in Exhibit B of the Grant Agreement. LACFCD will seek reimbursement of its administrative costs directly from DWR; and

WHEREAS the Parties acknowledge that LACFCD will not approve any aspect of the Project(s) or provide any resources related to implementation of the Project(s) outside of grant funding, if any, which is provided to LACFCD from DWR, specifically for the Project(s).

NOW, THEREFORE, LACFCD and LPS hereby agree as follows:

LACFCD'S RESPONSIBILITIES

Section (1) LACFCD AGREES TO, for as long as the Grant Agreement remains in effect:

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- (1) Provide staff to oversee grant administration, manage grant funds and provide Project oversight, as related to the grant.
- (2) Establish an independent account to manage the grant funds for each Project and provide routine updates to the LPS of balance and activities of each account.
- (3) Receive from LPS and submit to DWR the reports and information prepared and provided by LPS for each Project as requested by LACFCD and/or as required under the Grant Agreement.
- (4) Negotiate and execute amendments to the Grant Agreement on behalf of LPS, upon written request and approval by LPS.
- (5) Process grant reimbursement requests submitted by LPS, including, submission of such requests to DWR and, only upon receipt of funds from DWR related to the invoices submitted, provide reimbursement to LPS within thirty (30) days of receipt by LACFCD of funds from DWR.
- (6) Submit grant reimbursement request(s) to DWR, for a total amount not to exceed **\$84,000.00**, to justify LACFCD's administrative costs, management, and project oversight efforts with respect to the UMDRG grant, as authorized by DWR and pursuant to Section (2)(8).

LPS' RESPONSIBILITIES

Section (2) LPS AGREES TO:

- (1) Retain sole and full responsibility for all aspects of LPS' Project(s) as identified in the Grant Agreement, including any approved amendments, including, but not limited to: planning, design, review and approval of plans, specifications, bid documents and construction documents, implementation; construction; management; Project oversight; monitoring; inspections; operation and maintenance; submission of Project reimbursement billing requests; provision of reports, notifications and notices; compliance with all legal requirements related to the Project(s) such as lead agency responsibilities, and all other applicable local, State and Federal statutes and regulations related to the Project(s) for the lifetime of the Project(s) notwithstanding any early termination of this Agreement.
- (2) Plan, design, construct, and continuously operate and maintain LPS' Project(s) pursuant to LPS' Work Plan as identified in Exhibit A to the Grant Agreement. LPS agrees to notify LACFCD and receive LACFCD's written approval as well as that of DWR in advance of implementing any proposed changes to LPS' Project(s), including proposed future changes to the Work Plan.

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- (3) Comply with all terms, provisions and commitments contained in the Grant Agreement, including all exhibits and attachments thereto, applicable to LPS or to LACFCD as Grantee or to representatives of Grantee under the Grant Agreement, whether or not herein specifically referenced, (with the exception of responsibilities identified in Section (1)(1) above which are solely responsibilities of LACFCD) for the lifetime of the Project(s). The Parties agree that responsibilities of LPS, Grantee, representatives of Grantee or activities for which LACFCD (as Grantee) and LPS may be listed as jointly responsible under the Grant Agreement, shall remain the sole responsibility of LPS, with the exception of activities herein listed as LACFCD'S RESPONSIBILITIES.
- (4) Comply with all applicable environmental requirements pertaining to the Project(s), including but not limited to the California Environmental Quality Act (CEQA), the State CEQA Guidelines and, if applicable, the National Environmental Policy Act (NEPA). Submit documents that satisfy the CEQA and NEPA process as well as any mitigation agreements, and environmental permits, including but not limited to DWR's Environmental Information Form. LACFCD is not responsible for any aspect of environmental compliance with respect to the Project(s), including any proposed future changes to LPS' Project(s), and no Project may be implemented absent LPS' compliance with CEQA and other environmental laws and regulations. Prior to submission of each invoice to LACFCD under this Agreement, LPS must submit written confirmation to LACFCD, in a format to be specified by LACFCD, that it has complied with all requirements of the Grant Agreement, including, but not limited to compliance with CEQA and, as applicable, NEPA for LPS' Project(s), including all work covered under the invoice, and shall provide appropriate evidence of its compliance. In addition, LPS agrees to submit written confirmation of CEQA and applicable NEPA compliance prior to implementing any future changes to its Project(s).
- (5) Demonstrate availability of funds to complete the Project by submitting the most recent three (3) years of audited financial statements and provide cost share funding match (if applicable) for the LPS' Project in the amount identified in Exhibit B of the Grant Agreement.
- (6) Ensure that any and all permits, licenses and approvals required for its Project(s) are obtained in a timely manner and maintained in effect as legally required.
- (7) Submit not more than one reimbursement request per quarter to LACFCD, in the format specified by LACFCD, executed by an authorized individual at LPS who is knowledgeable of the information and certifies and warrants the accuracy of the information contained in the reimbursement request.
- (8) Allow LACFCD to be reimbursed by DWR in an amount not to exceed **\$84,000** which represents the requested grant amount for administrative costs, management, and project oversight efforts with respect to the UMDRG, as reflected in the Agreement Budget Summary for Grant Administration in Exhibit B of the Grant Agreement. LPS thereby agrees that it will be reimbursed **\$750,000.00** by LACFCD under this agreement.

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- (9) Prepare, provide and ensure accuracy of all deliverables, reports, documentation, notifications, notices and information related to the Project(s), as required under the Grant Agreement and/or requested by LACFCD to assist LACFCD and to enable LACFCD or LPS to provide information required under the Grant Agreement to DWR in a prompt and timely manner, in accordance with the provisions of the Grant Agreement.
- (10) Inform LACFCD within fifteen (15) days of any material changes related to the Project(s) including but not limited to, the progress of construction, Project budget(s), and Project benefits, through reporting process or other methods established by LACFCD.
- (11) Repay the LACFCD any amount owed to DWR within 30 days of written notification, if for any reason DWR determines that LPS' Project(s) is no longer entitled to grant funds.
- (12) Provide regular and ongoing inspections of construction work in progress and be responsible to keep work under control. Authorize LACFCD to inspect the Project(s), at LACFCD's discretion, to review the progress of the Project(s).
- (13) Accept all liabilities and hold LACFCD legally and financially harmless if it is determined by court of law that LPS' allocation and use of the grant and matching funds is in violation of any applicable statutes, regulations, ordinances, guidelines, or requirements, including, but not limited to, grant requirements, and/or requirements governing contracting, and subcontracting, unless such violation(s) is due to LACFCD's active negligence or willful misconduct.
- (14) Accept sole responsibility for persons performing work related to the Project(s), including, but not limited to, employees, contractors, subcontractors, suppliers and providers of services.
- (15) Accept sole responsibility for any and all disputes arising out of contracts for implementation of the Project(s), including, but not limited to, payment disputes involving representatives of LPS, contractors and subcontractors. LPS acknowledges that LACFCD will not mediate or be involved with disputes between LPS and any other entity concerning responsibility for performance of work related to the Project(s).
- (16) Comply with all Basic Conditions, conditions for disbursement, Continuing Eligibility requirements, and Standard Conditions set forth in the Grant Agreement at all times.
- (17) Designate in writing a Project Manager with the full authority to act on behalf of LPS on any matter related to the Project(s) and advise LACFCD and DWR immediately in writing of any change in Project Manager.

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### Section (3) TERMINATIONS/SUSPENSIONS

#### (1) Termination of Agreement

This Agreement shall remain in effect while the Grant Agreement or any provision of the Grant Agreement remains in effect. LPS' indemnification will remain in effect for the lifetime of the Project(s). Following termination of the Grant Agreement, LPS shall remain solely responsible for any liability, costs or expenses related to its Project(s), including any request for repayment by DWR or LACFCD related to LPS' Project(s) and/or any other costs, fees and/or penalties, such as costs related to allegations of default under Section 10 of the Grant Agreement, which may be asserted against LACFCD by DWR related to the LPS' Project(s). LPS acknowledges that in no event shall LACFCD be responsible for any liability, costs, or expenses related to LPS' Project(s) or for the performance of work on, or the operation or maintenance of, the completed Project(s) as a result of the termination of the Grant Agreement or for any other reason.

#### (2) Termination for Noncompliance with Child Support Requirements

LPS shall maintain compliance with requirements of LACFCD's Child Support Compliance Program as certified in LPS' Child Support Compliance Program Certification and as set forth in this Agreement. Failure of LPS to maintain compliance with these requirements will constitute a default under this Agreement. Failure to cure such a default within ninety (90) days of notice by LACFCD shall be grounds upon which LACFCD may give notice of termination and terminate this Agreement.

#### (3) Termination/Suspension for Convenience

This Agreement and/or any work required hereunder may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by LACFCD, in its sole discretion, to be in its best interest. Suspension or termination hereunder shall be effected by notice of suspension or termination to LPS specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten (10) days after the notice is sent.

After receipt of a notice of suspension or termination and except as otherwise directed by LACFCD, LPS shall:

- a. Stop work under this Agreement on the date and to the extent specified in such notice.
- b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice within the time-frame specified in such notice.

All material including books, records, documents, or other evidence bearing on the costs and expenses of LPS under this Agreement shall be maintained by LPS in accordance with Exhibit D of Grant Agreement.



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Reports, samples, and other materials prepared by LPS under this Agreement shall be delivered to LACFCD upon request and shall be in public domain as outlined in Exhibit D of Grant Agreement.

(4) Termination/Suspension for Default

LACFCD may, by written notice to LPS, suspend or terminate this Agreement and/or work required hereunder in whole or in part, if, in the judgment of LACFCD

- a. LPS has materially breached this Agreement; or
- b. LPS fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or
- c. LPS fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as LACFCD may authorize in writing) after receipt of written notice from LACFCD specifying such failure.

In the event LACFCD suspends or terminates this Agreement and/or any work required hereunder in whole or in part pursuant to this paragraph, LACFCD may procure, upon such terms and in such manner, as LACFCD may deem appropriate, goods and services similar to those so suspended or terminated. LPS shall be liable to LACFCD for any and all excess costs incurred by LACFCD, as determined by LACFCD, for such similar goods and services. LPS shall continue the performance of this Agreement to the extent not suspended or terminated under the provisions of this paragraph.

Except with respect to defaults of any Subcontractor, LPS shall not be liable for any excess costs of the type identified above, if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of LPS. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of LACFCD in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of LPS. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both LPS and Subcontractor, and without the fault or negligence of either of them, LPS shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit LPS to meet the required delivery schedule.

If, after LACFCD has given notice of termination or suspension under the provisions of this paragraph, it is determined by LACFCD that LPS was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.

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- a. The rights and remedies of LACFCD provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

(5) Termination/Suspension for Improper Consideration

LACFCD may, by written notice to LPS, immediately terminate the right of LPS to proceed under this Agreement if it is found that consideration, in any form, was offered or given by LPS, either directly or through an intermediary, to any LACFCD officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to LPS performance pursuant to this Agreement. In the event of such termination, LACFCD shall be entitled to pursue the same remedies against LPS as it could pursue in the event of default by LPS.

LPS shall immediately report any attempt by a LACFCD officer or employee to solicit such improper consideration. The report shall be made either to LACFCD manager charged with the supervision of the employee or to the Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel, entertainment, or tangible gifts.

(6) Termination/Suspension for Insolvency

LACFCD may suspend or terminate this Agreement and/or any work required hereunder forthwith in the event of the occurrence of any of the following:

- a. Insolvency of LPS. LPS shall be deemed to be insolvent if it has ceased to pay its debts, including but not limited to any contractual obligations to its subcontractors, for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not LPS is insolvent within the meaning of the Federal Bankruptcy Code.
- b. The filing of a voluntary or involuntary bankruptcy petition relative to LPS under the Federal Bankruptcy Code.
- c. The appointment of a bankruptcy Receiver or Trustee for LPS.
- d. The execution by LPS of a general assignment for the benefits of creditors.
- e. The rights and remedies of LACFCD provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(7) Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Each LACFCD lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by LPS shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. LPS'

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signature on the Agreement is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any LACFCD lobbyist retained by LPS to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which LACFCD may immediately terminate or suspend this Agreement.

#### Section (4) GENERAL INDEMNIFICATION

- (1) LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for the County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or relating to: acts or omissions of the LPS related to its Project(s) and/or any acts or omissions of LACFCD made on behalf of or for the benefit of LPS pursuant to this Agreement, including, but not limited to, LACFCD's actions or activities in administering the grant funding and other LACFCD responsibilities set forth in Section (1)(1), but not including any acts or omissions of the LACFCD that involve the LACFCD's active gross negligence or willful misconduct. LPS liability arising from the active gross negligence or willful misconduct of LACFCD is excluded under this paragraph. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).
- (2) LACFCD shall indemnify, defend, and hold harmless LPS, its successors and assigns, officials, officers, employees, agents and those LPS agents serving as independent contractors in the role of LPS officials or officers from and against any and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses arising from or relating to: LACFCD's active gross negligence or willful misconduct in its performance of LACFCD's RESPONSIBILITIES under this Agreement. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement.
- (3) If, for whatever reason, DWR fails to fund any part of the grant commitment related to the Project(s), LPS shall hold LACFCD harmless for that failure to fund and shall not seek any funding from LACFCD other than funds actually provided by DWR to LACFCD and specifically identified for LPS' Project(s). If, for whatever reason, DWR demands repayment of any part of the grant commitment related to the Project(s), LPS shall indemnify, defend, and hold LACFCD harmless for that repayment demand and shall not seek any funding from LACFCD in connection therewith.

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- (4) LPS shall comply with the requirements set forth in CEQA and the CEQA Guidelines for its Project(s). LPS is ultimately and solely responsible for compliance with all applicable CEQA and NEPA requirements, including any mitigation measures required for the Project(s). LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the Project(s) that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines, NEPA and/or other Federal, State, and local environmental laws, rules, and regulations, guidelines, and requirements for the Project(s). This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).

#### Section (6) CHILD SUPPORT LAWS

- (1) **LACFCD's Policy on Child Support Laws**  
LPS acknowledges that LACFCD places a high priority on the enforcement of child support laws and the apprehension of child support evaders. LPS understands that it is LACFCD's policy to encourage all LACFCD contractors to voluntarily post LACFCD'S Los Angeles Most Wanted: Delinquent Parents List, in a prominent position at LPS' place of business.
- (2) **Child Support Compliance Program**  
As required by LACFCD's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting LPS' duty under this Agreement to comply with all applicable provisions of law, LPS warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure, Section 706.031 and Family Code, Section 5246(b).

#### Section (7) NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

- (1) LPS shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### Section (8) PROHIBITION AGAINST USE OF CHILD LABOR

- (1) LPS shall:
- a. Not knowingly sell or supply to LACFCD any products, goods, supplies or other

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- personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; and,
- b. Upon request by LACFCD, identify the country/countries of origin of any products, goods, supplies, or other personal property LPS supplies to LACFCD; and,
  - c. Upon request by LACFCD, provide to LACFCD the manufacturer's certification of compliance with all international child labor conventions.
- (2) Should LPS discover that any products, goods, supplies, or other personal property sold or supplied by LPS to LACFCD are produced in violation of any international child labor conventions, LPS shall immediately provide an alternative, compliant source of supply.
- (3) Failure by LPS to comply with provisions of this section will be grounds for immediate suspension or termination of this Agreement.

Section (8) NOTIFICATION

- (1) Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and
- a. shall be delivered to the representatives of the Parties at the addresses set forth below, except that any Party may change the address for notices by giving the other Party at least ten (10) days written notice of the new address:

LACFCD:

Matthew Frary, Principal Engineer  
Stormwater Planning Division  
Los Angeles County Flood Control District  
County of Los Angeles Department of Public Works  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

LPS:

City of San Fernando  
Public Works Department Water Division  
Attn: Water Operations Manager  
117 Macneil Street  
San Fernando, CA 91340

- b. or when LACFCD establishes a process to electronically upload some of the above stated information via the Web, the LPS shall submit the information accordingly as directed by LACFCD.

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CONTRACT NO. 2317

Section (9) MUTUAL COVENANTS

- (1) Governing Laws, Jurisdiction, and Venue: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, LPS and LACFCD agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.
- (2) Amendment: No variation, modification, change, or amendment of this Agreement shall be binding upon any Party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by both Parties. This Agreement shall not be amended or modified by oral agreements or understandings between the Parties or by any acts or conduct of the Parties. Notwithstanding the above, the Parties agree that any amendment to the Grant Agreement (including any amendment to LPS' grant amount and corresponding change to the dollar amount of LACFCD's administrative fee) shall become part of this Agreement upon the provision of written notice to the LPS without the necessity of further written agreement between the Parties absent the immediate provision of written objection by LPS to LACFCD.
- (3) Entire Agreement: This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.
- (4) No Third-Party Beneficiary/Successors and Assigns: This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provisions of this Agreement.
- (5) Waiver: No waiver of any breach or default by any Party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver. Failure of any Party to enforce at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- (6) Covenant: All provisions of this AGREEMENT, whether covenants or conditions, on the part of LPS shall be deemed to be both covenants and conditions.
- (7) Interpretation: All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting Party simply by virtue of having drafted the ambiguous provision.
- (8) Assignment: No Party shall assign this Agreement or any of such Party's interest, rights, or obligations, under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld except that any Party may assign the Agreement, or any part thereof, to any successor governmental agency performing the functions of the assigning Party as its successor.

Memorandum of Understanding  
Between City of San Fernando and  
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- (9) Manner of Execution: The Agreement may be executed simultaneously in counterpart, each of which shall be deemed an original, but together, shall constitute but one and the same instrument.
- (10) Relationship of Parties: The Parties are, and at all times shall remain as to each other, wholly independent entities. No Party to this Agreement shall have the power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- (11) Successors: This Agreement shall be binding upon and shall insure to the benefit of the respective successors, heirs and assigns of each Party.

Section (10) NEGATION OF PARTNERSHIP

- (1) Nothing in this Agreement shall be construed to render LACFCD in any way or for any purpose a partner, joint venturer, or associate in any relationship with LPS, nor shall this Agreement be construed to authorize either Party to act as agent for the other Party unless expressly provided in this Agreement.

Section (11) SAVINGS CLAUSE

- (1) If any provision or provisions of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of the Agreement shall continue in full force and effect and this Agreement shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained in this Agreement.

Section (12) AUTHORITY TO ENTER INTO AGREEMENT

- (1) Each of the persons signing below on behalf of a Party represents and warrants that he or she is an authorized agent who has actual authority to bind LPS to each and every term, condition, and obligation to this Agreement and that all requirements of LPS have been fulfilled to provide such actual authority.

*Signature page to follow*

Memorandum of Understanding  
Between City of San Fernando and  
Los Angeles County Flood Control District

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, duly authorized by the LPS on \_\_\_\_\_, and by the LACFCD on \_\_\_\_\_,

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By \_\_\_\_\_  
MARK PESTRELLA, P.E.  
Director of Public Works  
Date \_\_\_\_\_

APPROVED AS TO FORM:  
County Counsel

By \_\_\_\_\_  
DAWYN R. HARRISON  
County Counsel  
Date \_\_\_\_\_

CITY OF SAN FERNANDO

By \_\_\_\_\_  
Nick Kimball, City Manager  
Date \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Julia Fritz, City Clerk  
Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Richard Padilla, City Attorney  
Date \_\_\_\_\_



Memorandum of Understanding  
Between City of San Fernando and  
Los Angeles County Flood Control District

CONTRACT NO. 2317

**ATTACHMENT A**

GRANT AGREEMENT  
BETWEEN THE  
STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES)  
AND  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

AGREEMENT NUMBER 4600014770

URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT  
FUNDING FROM THE BUDGET ACT OF 2021  
(WATER CODE § 13198(a))

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AGREEMENT NUMBER 4600014770**

**URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Los Angeles County Flood Control District a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Projects. By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on June 11, 2022, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by March 31, 2026, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after April 15, 2026.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$3,258,000. Any additional costs are the responsibility of the Grantee.
- 4) BASIC CONDITIONS.
  - A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
    - i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth of the 2021 Urban and Multibenefit Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2021 Guidelines).
    - ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
    - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
      1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
      2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
        - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
        - b) Documents that satisfy the CEQA process are received by the State, and
        - c) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iv. A monitoring plan as required by Paragraph 14, "Monitoring Plan Requirements," if applicable.

5) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

6) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after June 10, 2022, may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment that is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supply.
- G. Replacement of existing funding sources for ongoing programs.
- H. Meals, food items, or refreshments.
- I. Payment of any punitive regulatory agency requirement, federal or state taxes.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars;

and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.

- 7) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".
  - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: 770 Fairmont Avenue, Suite 200, Glendale, CA 91203.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud,

forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 8) ADVANCED PAYMENT. Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
- A. Documentation demonstrating that each LPS (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the LPS stating whether it wishes to receive the advanced payment or not.
  - B. If the Grantee is requesting the advanced payment, the request(s) shall include:
    - i. Descriptive information of each project with an update on project status
    - ii. Description and documentation of the cash flow issues the LPS has that requires funds to be advanced
    - iii. The names of the entities that will receive the funding for each project
    - iv. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
    - v. Any other information that DWR may deem necessary
  - C. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
  - D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 18, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
    - i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
    - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
    - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed

are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

- iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
  - 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
  - 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
  - 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
  - 4. Proof of distribution of advanced funds to LPS(s), if applicable.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 7, "Method of Payment."

- 9) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 10, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

- 10) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 4.
- F. Failure to routinely invoice the State pursuant to Paragraph 7.

G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 12 of the 2021 Guidelines and Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2021 AWMP identified on the State's website. For more information, visit the website listed in the 2021 Guidelines and Proposal Solicitation Package.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in the 2021 Guidelines and Proposal Solicitation Package.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: <https://sgma.water.ca.gov/portal/>.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The

State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State

12) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).
- B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 8, "Advanced Payment."
- C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

13) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for



material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, “Default Provisions.”

- 14) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, “Project Monitoring Plan Guidance.”
- 15) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
  - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State’s Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 16) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices

shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

- 17) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 18) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Los Angeles County Flood Control District

Arthur Hinojosa  
Manager, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236  
Phone: (916) 653-4736  
Email: [Arthur.Hinojosa@water.ca.gov](mailto:Arthur.Hinojosa@water.ca.gov)

Matthew Frary, P.E.  
Principal Engineer  
900 South Fremont Avenue  
Alhambra, CA 91803  
Phone: (626) 458-6503  
Email: MFRARY@dpw.lacounty.gov

Direct all inquiries to the Project Manager:

Department of Water Resources

Los Angeles County Flood Control District

Pakiza Chatha  
Engineer, Water Resources  
770 Fairmont Avenue, Suite 200  
Glendale, CA 91203  
Phone: (818) 621-7257  
Email: [Pakiza.chatha@water.ca.gov](mailto:Pakiza.chatha@water.ca.gov)

Kevin Johnson  
Program Manager II  
900 South Fremont Avenue  
Alhambra, CA 91803  
Phone: (626) 458-4354  
Email: [kejohnson@dpw.lacounty.gov](mailto:kejohnson@dpw.lacounty.gov)

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

  
\_\_\_\_\_

  
\_\_\_\_\_

Arthur Hinojosa  
Manager, Division of Regional Assistance

Matthew Frary  
Principal Engineer


Date 8/1/2023

Date 8/1/2023

Approved as to Legal Form and Sufficiency

Approved as to Form:

 For

 for DRH

Robin Brewer  
Assistant General Counsel,  
Office of the General Counsel

Dawyn R. Harrison  
County Counsel

Date 8/1/2023

Date 7/31/2023

## EXHIBIT A

### WORK PLAN

#### Grant Administration

**IMPLEMENTING AGENCY:** Los Angeles County Flood Control District (Grantee)

**PROJECT DESCRIPTION:** The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

#### Budget Category (a): Project Administration

##### Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

##### Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

##### **Deliverables:**

- Quarterly Invoices and associated backup documentation
- Advanced Payment documentation as per Paragraph 8 (if applicable)

##### Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

##### **Deliverables:**

- Quarterly Progress Reports
- Grant Completion Report

## **PROJECT 1: Well 3 Nitrate Removal Treatment System**

**IMPLEMENTING AGENCY:** City of San Fernando (City)

**PROJECT DESCRIPTION:** The project will install a Treatment System for removal of Nitrate at Well 3, located in Sylmar Area of City of Los Angeles. This will add a new ion exchange drinking water treatment setup to Well 3 which has been offline since 2009 due to nitrate in exceedance of the drinking water maximum contaminant level (MCL) of 10 parts per million (ppm). The high nitrates in the basin are considered to be from past agricultural and industrial activities in the geographical region. The project will provide approximately 1,779 acre feet per year (AFY) of water supply for the community and reduce dependency on regional imported water supply.

### **Budget Category (a): Project Administration**

#### Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

#### **Deliverables:**

- Invoices and associated backup documentation

#### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

#### **Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

### **Budget Category (b): Land Purchase/Easement**

#### Task 3: Land Purchase

Not applicable

### **Budget Category (c): Planning/Design/Engineering/Environmental Documentation**

#### Task 4: Feasibility Studies

In 2018, the City installed a nitrate removal treatment system that was permitted and through the State Water Resources Control Board's, Division of Drinking Water (DDW). The DDW asked the City to prepare two technical reports: "Public Works Department Technical Report" and "Operation, Monitoring, and Maintenance Plan for Ion-Exchange Unit and On-site Hypochlorite Generation System". The new system is located adjacent to this system and will be operated using the technology.

**Deliverables:**

- Technical Reports (prepared for DDW)

**Task 5: CEQA Documentation**

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

**Task 6: Permitting**

The following permits are anticipated to be acquired for this project: Water Supply Permit Amendment – DDW

**Deliverables:**

- Permits as required

**Task 7: Design**

Prepare final designs and specifications for the treatment system. In addition to providing details on the overall water system, the technical report provides a detail of the Ion-Exchange technology that will be used to remove nitrates from drinking water extracted from City-owned wells, including materials, equipment, process, controls, plans, and specifications.

**Deliverables:**

- Technical Report (including treatment and design)
- 100% Design Plans and Specifications

**Task 8: Project Monitoring Plan**

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

**Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation**

**Task 9: Contract Services**

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:**

- Bid Documents
- Proof of Advertisement/Invitations to Bid under emergency procurement procedures
- Award of Contract
- Notice to Proceed

### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

### Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: this work shall include mobilization of all activities to begin contractor's operations at the site, as well as demobilization of all activities for transportation of equipment and materials.

11(b): Site preparation will include modifications to the sites to allow for construction. This includes the removal of storage containers that are located within the footprint of construction to support a new brine tank.

11(c): Expand the existing concrete pad at the existing treatment facility to accommodate the new treatment unit. Construct a separate small concrete pad to support the 10,000-gallon brine tank that is used in flushing of the nitrate removal resin beds.

11(d): Apply necessary modifications to the above ground piping and valving that brings the extracted groundwater from Well 3 into the system for treatment. Upon completion of these modifications, the treatment unit and brine tank will be installed.

11(e): Modify existing electrical system within the treatment facility to handle increased loading of the new nitrate treatment system.

11(f): Rehabilitate Well 3 by clearing the screened section of the well and installing a new extraction pump.

11(g): Install the Well 3 treatment system unit and connect it through the modified piping and electrical upgrades.

11(h): Conduct start-up and system performance testing for approval of Division of Drinking Water standards.

#### **Deliverables:**

- Photographic Documentation of Progress



## **PROJECT 2: Utility Interconnections and Emergency Power Supplies**

**IMPLEMENTING AGENCY:** Rubio Cañon Land and Water Association

**PROJECT DESCRIPTION:** The project will install two separate system interties to Lincoln Avenue Water Company and Pasadena Water and Power. The interties will each be approximately one-mile long and 8-inch diameter to provide reliability in the event of emergencies or water supply shortages from Foothill Municipal Water District (wholesaler) and availability to strained water resources from the Raymond Basin Watermaster. This also includes the purchase of an emergency generator to be used for providing water service in the case of Public Safety Power Shutoffs. The project will provide reliable water supply despite lowering groundwater levels due to drought and support safe drinking water for underrepresented portions of Los Angeles County. Benefits include approximately 1,800 AFY of water supply reliability for the community and reducing dependency on imported surface water.

### **Budget Category (a): Project Administration**

#### Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

#### **Deliverables:**

- Invoices and associated backup documentation

#### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

#### **Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

### **Budget Category (b): Land Purchase/Easement**

#### Task 3: Land Purchase

Not applicable

### **Budget Category (c): Planning/Design/Engineering/Environmental Documentation**

#### Task 4: Feasibility Studies

A general engineering study (Civiltec Intertie Engineering Plan) was completed to determine intertie locations and required materials, pumps and electrical.

#### **Deliverables:**

- Civiltec Intertie Engineering Plan

#### Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

##### **Deliverables:**

- All completed CEQA documents
- Legal Challenges Letter

#### Task 6: Permitting

The following permits are anticipated to be acquired for this project:

- Road Permits -Los Angeles County Public Works

##### **Deliverables:**

- Permits as required

#### Task 7: Design

Prepare final designs and specifications for the interconnections.

##### **Deliverables:**

- 100% Design Plans and Specifications

#### Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

##### **Deliverables:**

- Project Monitoring Plan

#### **Budget Category (d): Construction/Implementation**

#### Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

##### **Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

#### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not

acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

**Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

**Task 11: Construction**

Construction activities are outlined below.

11(a): Mobilization and Demobilization: this work shall include mobilization of all activities to begin contractor's operations at the site, as well as demobilization of all activities for transportation of equipment and materials.

11(b): Site preparation will include modifications to the sites to allow for construction. This includes modifications to the pumping facility to include an emergency generator to add power supply in case of power failures.

11(c): Two Interties will be constructed for receiving and sending water during emergencies or shortages. Interties will be 8-inch diameter ductal iron pipe, approximately one-mile length.

11(d): Install an approximately 8-inch meter to monitor flows to and from Pasadena Water and Power, and Lincoln Avenue Water Company.

**Deliverables:**

- Photographic Documentation of Progress

### **PROJECT 3: Morada Well Rehabilitation Project**

**IMPLEMENTING AGENCY:** Valley County Water District (VCWD)

**PROJECT DESCRIPTION:** The project will rehabilitate the existing Morada Well located within the Morada pressure zone serving Irwindale in San Gabriel Valley. The existing well has been offline due to Volatile Organic Compound (VOC) contamination discovered in 1979. The project consists of design and construction to equip the well with pump, motor, electrical and telemetry controls. Project will also include sampling, pump tests, blending (if necessary), disinfection system / treatment and additional modifications to existing booster pump station as necessary to utilize an existing potable water reservoir. The Project will provide approximately 698 AFY of groundwater supply and provide water reliance during periods of high demands.

#### **Budget Category (a): Project Administration**

##### Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

##### **Deliverables:**

- Invoices and associated backup documentation

##### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

##### **Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

#### **Budget Category (b): Land Purchase/Easement**

##### Task 3: Land Purchase

Not applicable

#### **Budget Category (c): Planning/Design/Engineering/Environmental Documentation**

##### Task 4: Feasibility Studies

A thorough analysis of the capture zone was completed as part of the Watermaster's review of VCWD's application.

##### **Deliverables:**

- Staff Report prepared by Stetson Engineers Inc. dated, August 12, 2022.

#### Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

##### **Deliverables:**

- All completed CEQA documents
- Legal Challenges Letter

#### Task 6: Permitting

The following permits are anticipated to be acquired for this project:

1. Section 28 Permit for Water Treatment Facility and Reactivation of the Morada Well – Main San Gabriel Basin Watermaster (Watermaster)
2. Permit – State Water Resources Control Board, Division of Drinking Water (DDW)
3. Construction Permit, City of Baldwin Park
4. Edison Permit for electrical service

##### **Deliverables:**

- Permits as required

#### Task 7: Design

Prepare final design drawings and technical specifications.

##### **Deliverables:**

- 100% Design Plans and Specifications

#### Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

##### **Deliverables:**

- Project Monitoring Plan

#### **Budget Category (d): Construction/Implementation**

#### Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

##### **Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

### Task 11: Construction

Preliminary construction activities are outlined below. The final plans and specifications will determine the final construction activities.

11(a): Mobilization and Demobilization: this work shall include mobilization of all activities to begin contractor's operations at the site, as well as demobilization of all activities for transportation of equipment and materials.

11(b): Site preparation will include modifications to the sites to allow for construction.

11(c): The well (Well diameter: 20 in. casing, double 8 gauge; 600 ft. well depth) will require rehabilitation, but the extent is unknown. At a minimum brushing and bailing the well in order to evaluate, further rehabilitation may be required.

11(d): Equip the current the well with pump (size to be determined). Project will also include sampling, pump tests, blending (if necessary), disinfection system / treatment and additional modifications to existing booster pump station as necessary to utilize an existing potable water reservoir.

11(e): Modify existing electrical/telemetry on site to be sufficient to run the well and treatment necessary. An updated Edison service will be required which will include excavation on the site.

11(f): Conduct start-up testing and incorporate controls within VCWD's existing Supervisory Control and Data Acquisition System.

#### **Deliverables:**

- Photographic Documentation of Progress

## **PROJECT 4: Well 4A Rehabilitation Project**

**IMPLEMENTING AGENCY:** Pico Water District (PWD)

**PROJECT DESCRIPTION:** The Project will rehabilitate existing Well 4A that is currently offline due to lower levels detected of per-and polyfluoroalkyl substances (PFAS). This includes installation of a new variable frequency drive, removing all sanding material, performing well cleaning activities, installing a new stainless steel liner and gravel pack screen zone. The reactivated Well 4A will provide an additional groundwater source for reliability purposes and reduce the need for additional PFAS treatment facilities. The rehabilitated well will provide water supply reliability of approximately 40 AFY.

### **Budget Category (a): Project Administration**

#### Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

#### **Deliverables:**

- Invoices and associated backup documentation

#### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

#### **Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

### **Budget Category (b): Land Purchase/Easement**

#### Task 3: Land Purchase

Not applicable

### **Budget Category (c): Planning/Design/Engineering/Environmental Documentation**

#### Task 4: Feasibility Studies

Not Applicable.

#### Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

#### **Deliverables:**

- All completed CEQA documents

- Legal Challenges Letter

#### Task 6: Permitting

The following permits have been acquired for this project: Wastewater Discharge Permit, Los Angeles State Regional Water Quality Control Board.

#### **Deliverables:**

- Permits as required

#### Task 7: Design

Prepare final designs and specifications for Well #4A redevelopment.

#### **Deliverables:**

- 100% Design Plans and Specifications

#### Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

#### **Deliverables:**

- Project Monitoring Plan

### **Budget Category (d): Construction/Implementation**

#### Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### **Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

#### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings



### Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: this work shall include mobilization of all activities to begin contractor's operations at the site, as well as demobilization of all activities for transportation of equipment and materials.

11(b): Site preparation will remove all existing pumping equipment out of Well 4A, perform minimum well cleaning and video logging of existing conditions.

11(c): Install a new variable frequency drive, remove all sanding material that has stuffed into the well, airlift the sand to clean up the well, install a new stainless-steel liner and gravel pack screen zone with glass beads.

11(d): Reinstall well pumping equipment with a depth of approximately 420', with a casing of 18" with a capacity of 1010 gallons per minute from a 125-horsepower motor, chlorinate well site, conduct start up test to flush for sampling, set up variable speed parameters, and prepare all other applications to put well back in service.

11(e): Improve Well 4A refurbishment by removing and replacing pump material to provide more stabilization, maintain water pressure and flow at the most northerly part of the PWD's service area.

### **Deliverables:**

- Photographic Documentation of Progress

## **PROJECT 5: Arundo donax Mapping and Priority Removal**

**IMPLEMENTING AGENCY:** Santa Clara River Conservancy

**PROJECT DESCRIPTION:** This project will create an accurate geo-spatial database that will help develop management strategies and financing to control Arundo donax (Arundo), a highly invasive riparian plant in the Santa Clara River watershed. The mapping efforts will develop a strategic and systematic process to prioritize removal and management programs. Upon completion of identifying, prioritizing and mapping efforts, the project will implement Arundo removal in areas most beneficial to human and natural at-risk communities. Removal will include but is not limited to mowing and initial treatment of all Arundo within the project area, followed by quarterly weed treatments, as necessary. The pProject will treat approximately 18 acres of dense Arundo and provide approximately 198 acre-ft per year of water savings. The scope identified in this Project is in addition to the 10 acres of Arundo removal funded via Proposition 1 IRWM Round 1 Grant agreement 4600013902.

### **Budget Category (a): Project Administration**

#### Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

#### **Deliverables:**

- Invoices and associated backup documentation

#### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

#### **Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

### **Budget Category (b): Land Purchase/Easement**

#### Task 3: Land Purchase

No land purchases nor easements are intended as part of this project, although landowner permission for Arundo removal may be required in some cases. Once Arundo removal sites are identified and prioritized in (this phase is currently being conducted under the existing IRWM Round 1 Grant), necessary landowner permission will be obtained .

#### **Deliverables:**

- Documentation supporting landowner permission for property access (if applicable).

### **Budget Category (c): Planning/Design/Engineering/Environmental Documentation**

#### Task 4: Feasibility Studies

The following project feasibility studies were completed as part of the project development process:

1. Restoration feasibility and strategic planning study conducted for the State Coastal Conservancy in 2014 by Stillwater Sciences and partners, intended to evaluate Best Management Practices for types of invasive plant infestations as well as approximate costs of treatment and restoration actions, if necessary.
2. A Cost-Benefit assessment was completed in 2016, "Economic Analysis of Invasive Giant Reed (Arundo Donax) Control for the Lower Santa Clara River" by the UC Santa Barbara Bren School of Environmental Management.
3. The overall need for Arundo removal and management in the watershed is well documented in the Santa Clara River Parkway Floodplain Restoration Feasibility Study (2008) produced by Stillwater Sciences, with input from various partners and stakeholders, for the California State Coastal Conservancy.

#### **Deliverables:**

- Relevant Feasibility Studies

#### Task 5: CEQA Documentation

An EIR was completed for this project in the Upper Santa Clara River with the Office of Planning and Research in September 2005 by City of Santa Clarita and Ventura County Recourse Conservation District.

#### **Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

#### Task 6: Permitting

The following permits have been acquired (expiration 2023) and will need to be renewed for the Upper Santa Clara River portion of the potential project area:

1. United States Fish and Wildlife Services Biological Opinion No. 8-8-14-F-25R,
2. United States Army Corps of Engineers 404 No. 2004-01540-GLH
3. California Department of Fish and Wildlife Streambed Alteration Agreement No. 1600-2018-0084-R5
4. Los Angeles Regional Water Quality Control Board 401 (for both Upper and Lower Santa Clara River)

#### **Deliverables:**

- Permits as required

#### Task 7: Design

Project planning phase is underway and includes site surveys and parcel prioritization.

Develop a technical memorandum (memo), vegetation map, and Geographic Information System analysis to be used collectively as a tool to guide prioritization for Arundo removal within the Study Area. The memo will include a summary of existing conditions in the Study Area (i.e., information gathered during the desktop analysis and field survey), a description of field and desktop-based analysis methods, tabular and descriptive summaries of results, and will detail a guide for prioritization of Arundo removal priority areas. Prioritization will incorporate physical, biological and socioeconomic factors (e.g., proximity to the channel and to high

value native stands of riparian vegetation, property ownership, watershed and local topographic position) to develop recommendations for management based on assigned priority levels. The memo will act as the prioritization guide and updated strategic plan for watershed wide Arundo management. The vegetation map will be delivered as a symbolized Keyhole Markup Language for use in Google Earth.

**Deliverables:**

- Final technical memorandum summarizing the prioritization guide.
- Vegetation map with attributes detailing the percent cover of Arundo in the Study Area.

**Task 8: Project Monitoring Plan**

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

**Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation****Task 9: Contract Services**

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

**Task 10: Construction Administration**

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. The project manager duties include documenting of pre-implementation conditions, daily activity log, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

**Deliverables:**

- DWR Certificate of Project Completion

**Task 11: Construction**

Construction activities are outlined below.

11(a): Mobilization and Demobilization activities will be typical of Arundo removal projects with any variation in potential mobilization and demobilization activities being a function of site conditions (i.e., if the site is a monoculture of Arundo or if the Arundo is interspersed with native vegetation, characteristics of the terrain, etc.).

11(b): Site preparation will include pre-treatment assessment of environmental condition, access routes, and flagging of vegetation to be protected during treatment.

11(c): Conduct stakeholder outreach and application of the prioritization tool to select potential sites for high priority pilot Arundo removal projects. The outreach will include larger workshops to present materials on the mapping effort and the application of the GIS tool to identify areas suitable for the pilot projects. This type of coordination would help match landowners willingness to participate in a pilot project. The larger workshop would likely be followed by a few smaller group working sessions focused on developing pilot projects with a few interested landowners.

11(d): Remove approximately 18 acres of the at least 1,000 acres of Arundo in the watershed as a demonstration of how the prioritization tool would be applied in later phases of a Watershed-Wide Arundo Management program that is being developed by regional partners.

**Deliverables:**

- Photographic Documentation of Progress

## **PROJECT 6: Rural Water Supply Reliability**

**IMPLEMENTING AGENCY:** TreePeople

**PROJECT DESCRIPTION:** The project will provide the following improvements:

- a) Hauled water relief to approximately 50 households (approximately 150,000 gallons (0.5 acre feet) will be provided to residents through this effort),
- b) Provision of temporary water tanks to 25 households, if needed,
- c) Private well issue diagnostic support to approximately 50 households,
- d) Stormwater capture and well management education,
- e) Well data collection and,
- f) Drought Resilience Planning Report developed via community engagement efforts to help identify long-term solutions for water supply reliability.

### **Budget Category (a): Project Administration**

#### Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

#### **Deliverables:**

- Invoices and associated backup documentation

#### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

#### **Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

### **Budget Category (b): Land Purchase/Easement**

#### Task 3: Land Access

Agreements will be entered into with the landowners for access to the site and to implement the terms of the project.

#### **Deliverables:**

- Written confirmation of agreements included in the progress report

### **Budget Category (c): Planning/Design/Engineering/Environmental Documentation**

#### Task 4: Feasibility Studies

Not applicable

**Task 5: CEQA Documentation**

Not applicable

**Task 6: Permitting**

No permits are applicable at this time. County of Los Angeles – Public Works does not require a permit for delivery or use of water tanks (Water Tank Permit Exemptions BCM 106.3 Article 4, 9-13-18).

**Deliverables:**

- Not applicable

**Task 7: Action Plan**

This reliability project does not require any designs.

An Action Plan will be created to provide implementation steps and detailed schedule, standard operating procedures and other protocols for all components, and will draw from initial community meeting(s) to help determine key aspects of the program.

The Plan will include but is not limited to the following:

- a) How residents are selected for participation in receiving hauled water, storage tanks and/or well assessments. Scenarios of a participant selection process will be drafted (i.e., by income levels/sliding scale, lottery, first-come, first-served, etc.) and then discussed and voted on by community members.
- b) A detailed timeline of activities by month or quarter, including milestones and deliverables
- c) Hauled water delivery (or reimbursement) procedures
- d) Well assessment and well data collection procedures
- e) Water storage tank agreement template for homeowners
- f) Internal and external reporting and invoicing procedures

**Deliverables:**

- Program Action Plan

**Task 8: Project Monitoring Plan**

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

**Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation**

**Task 9: Contract Services**

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

#### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. Upon completing the project, the DWR Certificate of Project Completion (if applicable) and Final Report will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion

#### Task 11: Implementation

Implementation activities are outlined below:

11(a): Hauled water relief: deliver hauled water and approximately 25 temporary supplemental water storage tanks (maximum size of 3,000 gallons) to residents within the community. Water will be provided in either direct deliveries to residents or reimbursements for incurred costs after project implementation.

11(b): Well Assessment: contract with a well performance professional to assess approximately 50 household residential wells and suggest repair and maintenance options.

11(c): Public Workshops: provide education on well management and stormwater capture for non-potable uses. Distribute materials that will cover basic information on residential stormwater capture for outdoor use, in alignment with local and County regulations, and residential well maintenance best practices. Engagement will be held via approximately 2 workshops with households experiencing severe drought impacts in the Upper Santa Clara River IRWM Region, unincorporated areas of Acton and Agua Dulce.

11 (d): Well data collection: collect well and groundwater data in conjunction with individual well assessments to support the analysis of groundwater trends (Final Drought Resiliency Planning Report). Data collected will follow information gathered through DWR's Dry Well Reporting System including well information and water problem information. Residents will be given the opportunity to opt out of having this information collected.

11(e): Final Drought Resiliency Planning Report: summarize the findings from data collection and review of related reports and studies pursuant to groundwater in the area. An analysis of the work (Technical Report) on groundwater levels across the region will be created to better understand localized groundwater trends as well as where people may be most impacted by lowering groundwater levels or changes in groundwater quality. TreePeople will contract with a licensed engineer or similarly qualified consultant to carry out the analysis. The Final Report will be prepared in coordination with the local Groundwater Sustainability Agency (GSA) as it relates to groundwater information and evaluations.

#### **Deliverables:**

- Photographic Documentation of Progress
- Final Well Assessment Report
- Final Drought Resilience Planning Report



EXHIBIT B  
BUDGET

AGREEMENT BUDGET SUMMARY

|   | PROJECTS  | Grant Amount | All Other Cost | Total Cost  |
|---|---|--------------|----------------|-------------|
|   | Grant Administration                                  | \$84,000     | \$50,000       | \$134,000   |
| 1 | Well 3 Nitrate Removal Treatment System               | \$750,000    | \$1,250,000    | \$2,000,000 |
| 2 | Utility Interconnections and Emergency Power Supplies | \$366,000    | \$45,000       | \$411,000   |
| 3 | Morada Well Rehabilitation Project                    | \$750,000    | \$250,000      | \$1,000,000 |
| 4 | Well 4A Rehabilitation Project                        | \$300,000    | \$55,000       | \$355,000   |
| 5 | Arundo donax Mapping and Priority Removal             | \$508,000    | \$365,840      | \$873,840   |
| 6 | Rural Water Supply Reliability                        | \$500,000    | \$0            | \$500,000   |
|   | GRAND TOTAL   | \$3,258,000  | \$ 2,015,840   | \$5,273,840 |

## Grant Administration

Implementing Agency: Grantee

|     | BUDGET CATEGORY        | Grant Amount    | All Other Cost* | Total Cost       |
|-----|------------------------|-----------------|-----------------|------------------|
| (a) | Project Administration | \$84,000        | \$50,000        | \$134,000        |
|     | <b>TOTAL COSTS</b>     | <b>\$84,000</b> | <b>\$50,000</b> | <b>\$134,000</b> |

### NOTES:

\*Proposition 1, Disadvantaged Community Involvement Program

## PROJECT 1: Well 3 Nitrate Removal Treatment System

Implementing Agency: City of San Fernando

|     | BUDGET CATEGORY   | Grant Amount     | All Other Cost*    | Total Cost         |
|-----|---|------------------|--------------------|--------------------|
| (a) | Project Administration  | \$0              | \$100,000          | \$100,000          |
| (b) | Land Purchase / Easement                                      | \$0              | \$0                | \$0                |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0              | \$100,000          | \$100,000          |
| (d) | Construction / Implementation                                 | \$750,000        | \$1,050,000        | \$1,800,000        |
|     | <b>TOTAL COSTS</b>  | <b>\$750,000</b> | <b>\$1,250,000</b> | <b>\$2,000,000</b> |

### NOTES:

\* The City is using its Water Enterprise Fund to pay all other costs. These funds are accumulated through collection of rate payer revenues.

## PROJECT 2: Utility Interconnections and Emergency Power Supplies

Implementing Agency: Rubio Cañon Land and Water Association

|     | BUDGET CATEGORY   | Grant Amount     | All Other Cost*  | Total Cost        |
|-----|---|------------------|------------------|-------------------|
| (a) | Project Administration  | \$0              | \$45,000         | \$ 45,000         |
| (b) | Land Purchase / Easement                                      | \$0              | \$0              | \$0               |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$66,000         | \$0              | \$66,000          |
| (d) | Construction / Implementation                                 | \$300,000        | \$0              | \$300,000         |
|     | <b>TOTAL COSTS</b>  | <b>\$366,000</b> | <b>\$ 45,000</b> | <b>\$ 411,000</b> |

## PROJECT 3: Morada Well Rehabilitation Project

Implementing Agency: Valley County Water District

|     | BUDGET CATEGORY   | Grant Amount     | All Other Cost*   | Total Cost          |
|-----|---|------------------|-------------------|---------------------|
| (a) | Project Administration  | \$0              | \$ 8,000          | \$ 8,000            |
| (b) | Land Purchase / Easement                                      | \$0              | \$0               | \$0                 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$150,000        | \$0               | \$150,000           |
| (d) | Construction / Implementation                                 | \$600,000        | \$ 242,000        | \$ 842,000          |
|     | <b>TOTAL COSTS</b>  | <b>\$750,000</b> | <b>\$ 250,000</b> | <b>\$ 1,000,000</b> |

### NOTES:

\*All Other Costs will be paid for through Valley County Water Districts Capital Improvement Budget (CIP).

## PROJECT 4: Well 4A Rehabilitation Project

Implementing Agency: Pico Water District

|     | BUDGET CATEGORY   | Grant Amount     | All Other Cost* | Total Cost       |
|-----|---|------------------|-----------------|------------------|
| (a) | Project Administration  | \$25,000         | \$0             | \$25,000         |
| (b) | Land Purchase / Easement                                      | \$0              | \$0             | \$0              |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$25,000         | \$25,000        | \$50,000         |
| (d) | Construction / Implementation                                 | \$250,000        | \$30,000        | \$280,000        |
|     | <b>TOTAL COSTS</b>  | <b>\$300,000</b> | <b>\$55,000</b> | <b>\$355,000</b> |

### NOTES:

\* All Other Costs will be paid through Pico Water District Reserve Fund.

## PROJECT 5: Arundo Mapping and Priority Removal

Implementing Agency: Santa Clara River Conservancy

|     | BUDGET CATEGORY   | Grant Amount     | All Other Cost*  | Total Cost       |
|-----|---|------------------|------------------|------------------|
| (a) | Project Administration  | \$50,000         | \$37,380         | \$87,380         |
| (b) | Land Purchase / Easement                                      | \$0              | \$0              | \$0              |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$25,000         | \$84,900         | \$109,900        |
| (d) | Construction / Implementation                                 | \$433,000        | \$243,560        | \$676,560        |
|     | <b>TOTAL COSTS</b>  | <b>\$508,000</b> | <b>\$365,840</b> | <b>\$873,840</b> |

### NOTES:

\* Source of All Other Costs: Upper Santa Clara River IRWM 2019 Prop 1 Round 1 Project: Santa Clara River Conservancy/City of Santa Clarita Mapping and Managing Invasive Weeds in the Santa Clarita River Watershed.

PROJECT 6: Rural Water Supply Reliability

Implementing Agency: TreePeople

|     | BUDGET CATEGORY   | Grant Amount | All Other Cost | Total Cost |
|-----|---|--------------|----------------|------------|
| (a) | Project Administration  | \$37,500     | \$0            | \$37,500   |
| (b) | Land Purchase / Easement                                      | \$0          | \$0            | \$0        |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$70,000     | \$0            | \$70,000   |
| (d) | Construction / Implementation                                 | \$392,500    | \$0            | \$392,500  |
|     | TOTAL COSTS   | \$500,000    | \$0            | \$500,000  |

NOTES:  
\*No other funding sources supporting the Rural Water Supply Reliability Program.

EXHIBIT C  
SCHEDULE

Grant Administration

|   | BUDGET CATEGORY        | Start Date | End Date  |
|---|------------------------|------------|-----------|
| a | Project Administration | 6/11/2022  | 3/31/2026 |

PROJECT 1: Well 3 Nitrate Removal Treatment System

|   | BUDGET CATEGORY   | Start Date | End Date  |
|---|---|------------|-----------|
| a | Project Administration  | 6/11/2022  | 3/31/2023 |
| b | Land Purchase / Easement                                      | N/A        | N/A       |
| c | Planning / Design / Engineering / Environmental Documentation | 6/11/2022  | 8/15/2022 |
| d | Construction / Implementation                                 | 8/16/2022  | 3/31/2023 |

PROJECT 2: Utility Interconnections and Emergency Power Supplies

|   | BUDGET CATEGORY   | Start Date | End Date  |
|---|---|------------|-----------|
| a | Project Administration  | 6/11/2022  | 9/1/2023  |
| b | Land Purchase / Easement                                      | N/A        | N/A       |
| c | Planning / Design / Engineering / Environmental Documentation | 11/15/2022 | 1/31/2023 |
| d | Construction / Implementation                                 | 1/15/2023  | 9/1/2023  |

**PROJECT 3: Morada Well Rehabilitation Project**

|   | BUDGET CATEGORY   | Start Date | End Date |
|---|---|------------|----------|
| a | Project Administration  | 6/1/2022   | 2/1/2026 |
| b | Land Purchase / Easement                                      | N/A        | N/A      |
| c | Planning / Design / Engineering / Environmental Documentation | 5/1/2022   | 4/1/2023 |
| d | Construction / Implementation                                 | 8/1/2024   | 2/1/2026 |

**PROJECT 4: Well 4A Rehabilitation Project**

|   | BUDGET CATEGORY   | Start Date | End Date |
|---|---|------------|----------|
| a | Project Administration  | 7/1/2022   | 8/1/2023 |
| b | Land Purchase / Easement                                      | N/A        | N/A      |
| c | Planning / Design / Engineering / Environmental Documentation | 7/1/2022   | 3/1/2023 |
| d | Construction / Implementation                                 | 4/1/2023   | 8/1/2023 |

**PROJECT 5: Arundo donax Mapping and Priority Removal**

|   | BUDGET CATEGORY   | Start Date | End Date   |
|---|---|------------|------------|
| a | Project Administration  | 6/11/2022  | 3/1/2026   |
| b | Land Purchase / Easement                                      | N/A        | N/A        |
| c | Planning / Design / Engineering / Environmental Documentation | 6/11/2022  | 1/1/2023   |
| d | Construction / Implementation                                 | 1/1/2023   | 12/31/2025 |

PROJECT 6: Rural Water Supply Reliability

|   | BUDGET CATEGORY   | Start Date | End Date   |
|---|---|------------|------------|
| a | Project Administration  | 6/11/2022  | 12/31/2024 |
| b | Land Purchase / Easement                                      | N/A        | N/A        |
| c | Planning / Design / Engineering / Environmental Documentation | 6/11/2022  | 3/31/2023  |
| d | Construction / Implementation                                 | 5/1/2023   | 12/31/2024 |



**EXHIBIT D****STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

**D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

**D.3. AMENDMENT:** This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

**D.4. AMERICANS WITH DISABILITIES ACT:** By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.5. AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and

are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.11. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited

and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
  - i. The dangers of drug abuse in the workplace,
  - ii. Grantee's policy of maintaining a drug-free workplace,
  - iii. Any available counseling, rehabilitation, and employee assistance programs, and
  - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
  - i. Will receive a copy of Grantee's drug-free policy statement, and
  - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

- D.18. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.

- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.26. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee

or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.

- D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
  - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. TIMELINESS: Time is of the essence in this Grant Agreement.

- D.44. TRAVEL : Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the project sponsor's service area shall be reimbursed unless prior written authorization is obtained from the State.
- D.45. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
  - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
  - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.



EXHIBIT E

AUTHORIZING RESOLUTION



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Services"*

800 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone (626) 458-5100  
<http://dpuw.lacounty.gov>

ALIGNED ALL CORRESPONDENCE TO:  
P.O. BOX 1466  
ALHAMBRA, CALIFORNIA 91803-1466

**ADOPTED**

IN REPLY PLEASE  
REFER TO FILE

April 18, 2023

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

57 April 18, 2023

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

A handwritten signature in cursive script, appearing to read "Celia Zavala".

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA  
ACCEPTANCE OF URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT FUNDS FROM  
THE CALIFORNIA DEPARTMENT OF WATER RESOURCES ON BEHALF OF THE INTEGRATED  
REGIONAL WATER MANAGEMENT FOR  
LOS ANGELES-VENTURA FUNDING AREA  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

This action is to accept \$3.986 million in grant funding from the Budget Act of 2021 Urban and Multibenefit Drought Relief Program from the California Department of Water Resources on behalf of the Integrated Regional Water Management Groups of the Los Angeles-Ventura Funding Area.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE THE  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that this action is exempt from the California Environmental Quality Act for the reasons stated in this letter.
2. Adopt a resolution approving the acceptance of \$3.986 million in grant funding from the Budget Act of 2021 Urban and Multibenefit Drought Relief Program from the California Department of Water Resources on behalf of the Regional Water Management Groups of the Los Angeles-Ventura Funding Area, which includes the Greater Los Angeles County, the Watersheds Coalition of Ventura County, the Upper Santa Clara River Regions, and their respective local project sponsors.
3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to

The Honorable Board of Supervisors  
4/18/2023  
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act as agent for the Los Angeles Flood Control District to execute an agreement with the California Department of Water Resources for funding through the Urban and Multibenefit Drought Relief Program and take all necessary actions to comply with Urban and Multibenefit Drought Relief Program Grant requirements, including but not limited to executing amendments to the Urban and Multibenefit Drought Relief Program to reflect extensions of time, minor changes in program scope, and alterations in the program budget or Urban and Multibenefit Drought Relief Program Grant amount.

4. Authorize the Chief Engineer, on behalf of the Los Angeles County Flood Control District, acting as lead agency for the Greater Los Angeles County Integrated Regional Water Management Group and the Upper Santa Clara River Integrated Regional Water Management Group, to negotiate and execute and amend, as appropriate, a Memorandum of Understanding between the Los Angeles County Flood Control District and local project sponsors to establish roles, responsibilities, and liabilities among the parties with respect to the projects that will receive funding under the Urban and Multibenefit Drought Relief Program Grant through the Los Angeles County Flood Control District.
5. Authorize the Chief Engineer of the Los Angeles County Flood Control District to accept the Urban and Multibenefit Drought Relief Program Grant reimbursements not-to-exceed a total amount of \$98,000 for contract management staff support and to administer the Urban and Multibenefit Drought Relief Program Grant.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On November 14, 2017, the Board adopted a resolution approving and authorizing the Chief Engineer of the Los Angeles County Flood Control District or his designee to : 1) accept the grant award in the maximum amount of \$9,800,000 from the California Department of Water Resources (DWR) on behalf of the Integrated Regional Water Management (IRWM) Groups for the Funding Area pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) for the implementation of the Disadvantaged Community Involvement Program (DACIP) to encourage collaborative work involving DACs, community-based organizations, and stakeholders to provide balanced access and opportunity for participation in the IRWM planning process, identify the water management needs of DACs throughout the Funding Area, and develop strategies and long-term solutions that address identified DAC water management needs; and 2) act as the authorized representative of the District when conducting business with DWR on any and all matters related to the DACIP Grant.

In October 2021, DWR released the 2021 Urban and Multibenefit Drought Relief Program (UMDRP) Grant Program Guidelines and Proposal Solicitation package, offering financial assistance to address drought impacts through implementation of projects with multiple benefits: for communities, including tribes facing the loss or contamination of their water supplies due to the drought; to address immediate drought impacts on human health and safety and to protect fish and wildlife resources, plus other public benefits such as ecosystem improvements. Of the \$5 million available Set-Aside funding, \$3.986 million was ultimately awarded to the District on behalf of Funding Area IRWM Regions.

The recommended actions are required to authorize the Chief Engineer to accept \$3.986 million in UMDRP Grant Program funds.

The recommended actions will also authorize the Chief Engineer to execute and amend, as

The Honorable Board of Supervisors  
4/18/2023  
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appropriate, a Grant Agreement with DWR and Memorandum of Understanding (MOU's) with local project sponsors (LPS).

Finally, the recommended actions will authorize the District to retain State grant reimbursements from the Funding Area, not to exceed \$98,000 total, to provide technical and contract management staff support to administer and implement the grant and oversight for the UMDRP.

#### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.2.3 Prioritize Environmental Health Oversight and Monitoring; Strategy II.3.1 Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies; Strategy III.3.2 Manage and Maximize County Assets. The recommended actions improve the environmental, economic, and social well-being of our communities while collaboratively maximizing and leveraging resources.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The estimated total amount of project funding provided by the UMDRP is \$3.986 million, which is fully reimbursed by DWR. In order to provide the necessary accountability of the disposition of the UMDRP Grant funds, the District will coordinate with the Auditor-Controller to establish a trust account to deposit the grant receipts from DWR and to record grant disbursements to the LPS. District expenses incurred for administering the UMDRP Grant Program, up to \$98,000, will be invoiced to DWR for reimbursement.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On November 4, 2014, California voters approved Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014. Proposition 1 authorized \$510 million to be allocated for IRWM. Water Code Section 79745 requires DWR to expend not less than 10 percent of the authorized funds, specifically, \$51 million for the purpose of ensuring the engagement and involvement of DAC, economically distressed areas, and underrepresented communities (collectively referred to as DACs) in IRWM planning efforts. DWR allocated \$9.8 million to the Funding Area. On August 1, 2016, DWR released the Final Proposition 1 IRWM Grant Program Guidelines and a Request for Proposals for the DACIP Grant.

The solicitation package and program guidelines indicated that DWR was seeking a single funding area-wide proposal from each of the 12 Proposition 1 Funding Areas throughout the State, one of which is the Los Angeles-Ventura Funding Area.

On March 23, 2017, as the designated applicant on behalf of the Funding Area, the District submitted a proposal to DWR for the Proposition 1 2016, IRWM DACIP Grant. On October 3, 2017, DWR awarded \$9.8 million to the Funding Area to fund DACIP activities within the Funding Area.

On March 23, 2018, the District entered into the DACIP Grant, with a termination date of December 31, 2020.

On December 13, 2020, the District, acting on behalf of the Funding Area submitted an amendment request to DWR to extend the DACIP Grant deadline to December 31, 2022, due to COVID-19



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4/18/2023  
Page 4

related delays in community outreach. DWR extended the DACIP Grant termination date to December 31, 2022.

In October 2021, DWR released the 2021 UMDRP Grant Program Guidelines and Proposal Solicitation package, offering financial assistance to address drought impacts through implementation of projects with multiple benefits for communities, including Tribes, facing the loss or contamination of their water supplies due to the drought and to address immediate drought impacts on human health and safety, and to protect fish and wildlife resources plus other public benefits such as ecosystem improvements. A set-aside of at least \$50 million was made available to support Tribe or Tribes through the Proposition 1 IRWM DACIP.

On April 15, 2022, the District submitted an application to DWR for the UMDRP Grant as the designated applicant on behalf of the Funding Area. On June 23, 2022, DWR awarded \$5 million to the Funding Area to fund the nine UMDRP projects within the Funding Area. DWR subsequently reallocated funds to align various projects with other funding opportunities, ultimately reducing the District's UMDRP Grant Award from \$5 million to \$3.986 million. As the grantee to this agreement, the District will be fully responsible for complying with the requirements of the UMDRP Grant.

The Grant Agreement provides that DWR may withhold all or a portion of the UMDRP Grant funds, seek repayment of the grant funds with interest, or take any other action that it deems necessary in the event that DWR determines that any activity was not implemented in accordance with the Grant Agreement or UMDRP requirements. Because DWR is not willing to negotiate and enter into separate agreements with each LPS within a Funding Area, the District will enter into separate MOUs with each LPS to specify that each party shall bear the liability for activities occurring within their own respective jurisdictions or for which it contractually agrees to be responsible, as specified. Under each MOU, the District will remain directly responsible to DWR for the administration, management, and oversight activities related to the UMDRP Grant.

The final Grant Agreement with DWR and the Resolution will be substantially similar to the enclosed agreement and resolution (Enclosures A and B, respective) both documents have been prepared for your consideration and adoption and have been approved as to form by County Counsel.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity excluded from the definition of a project per Section 15378(b) of the CEQA Guidelines. Execution of the Grant Agreement with DWR and the MOUs with each Regional Water Management Group representative and/or LPS is an administrative activity of government, which will not result in direct or indirect physical changes to the environment. The MOUs between the District and each LPS will require that the LPS be responsible for compliance with CEQA prior to the disbursement of funds by DWR and indemnify the District against any claims of CEQA violations. Work that is subject to CEQA and/or environmental permitting will not proceed until the District receives written concurrence from the State of the adequacy of the LPS' CEQA documentation.

Each LPS will be required to comply with the requirements of CEQA as to its project(s), including preparation of appropriate environmental documentation prior to commencement of construction or implementation activities, and to indemnify the District against any claims of CEQA violations.

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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no adverse impact on current services. The UMDRP Grant funds will enable each LPS to implement projects that will encourage regional strategies for the management of water resources. The projects will enhance the underserved communities in the GLAC IRWM Region and assist in developing strategies and long-term solutions that address the identified underserved communities water management needs.

**CONCLUSION**

Please return an adopted copy of this letter and three copies of the signed Resolution to the Los Angeles County Public Works, Stormwater Planning Division.

Respectfully submitted,



MARK PESTRELLA, PE  
Director

MP:CTH:le

Enclosures

c: Auditor-Controller (Accounting Division)  
Chief Executive Office (Chia-Ann Yen)  
County Counsel (Mark Yanai)  
Executive Office

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES, CALIFORNIA, ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
APPROVING THE ACCEPTANCE OF GRANT AWARD FOR  
URBAN AND MULTIBENEFIT DROUGHT RELIEF PROGRAM**

WHEREAS, the Legislature and the Governor of the State of California have provided funds for the Urban and Multibenefit Drought Relief Program (UMDRP) pursuant to the Budget Act of 2021 (Stats. 2021, ch. 240, § 80); and

WHEREAS, this grant program is administered by the California Department of Water Resources (DWR); and

WHEREAS, DWR requires the governing body of a grant applicant to designate, by Resolution, an authorized representative for accepting grant awards and executing grant agreements; and

WHEREAS, the Los Angeles County Flood Control District (District) submitted an application for Urban and Multibenefit Drought Relief Program Grant funds in the maximum amount of \$3,986,000.00 on behalf of the Greater Los Angeles County (GLAC) Region, the Watersheds Coalition of Ventura County (WCVC) Region, and the Upper Santa Clara River (USCR) Region (hereinafter referred to as "Los Angeles Funding Area"); and

WHEREAS, the Regional Water Management Groups for Los Angeles Funding Area have worked with DWR, Disadvantaged Communities, non-government and community-based organizations, and stakeholders to identify and implement projects under the UMDRP.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, acting as the governing body of the District as follows:

1. That the Chief Engineer of the District or his designee accept the grant award in the amount of \$3,986,000.00 from DWR on behalf of the Los Angeles Funding Area, pursuant to the Budget Act of 2021 (Stats. 2021, ch. 240, § 80), for the implementation of the UMDRP.
2. That the Board of Supervisors authorize and direct the Chief Engineer of the District or his designee to act as the authorized representative of the District when conducting business with DWR, local project sponsors, and other entities on any and all matters related to the UMDRP Grant.

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The foregoing resolution was adopted on the 18th day of April, 2023, by the Board of Supervisors of the County of Los Angeles acting as the governing body of the Los Angeles County Flood Control District.

CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Interim County Counsel

By  \_\_\_\_\_  
Deputy

## EXHIBIT F

### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### **PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

#### **PROJECT COMPLETION REPORT**

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

##### **Executive Summary**

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

##### **Reports and/or Products**

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos



## Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

## Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

## GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

**Additional Information:** Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

## POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

### Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)

- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

## EXHIBIT G

### REQUIREMENTS FOR DATA SUBMITTAL

#### **Surface and Groundwater Quality Data:**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/](https://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/contact.shtml](https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml).

#### **Groundwater Level Data**

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

**EXHIBIT H****STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

**State Audit Document Requirements****Internal Controls**

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

**State Funding:**

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

**Contracts:**

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

**Invoices:**

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

**Cash Documents:**

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

**Accounting Records:**

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

**Administration Costs:**

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

**Sponsored Project:** Grant Administration

**Sponsor Agency:** Los Angeles County Flood Control District

**Agency Address:** 900 S. Fremont Ave, Alhambra, CA 91803

**Project Location:** Alhambra, California

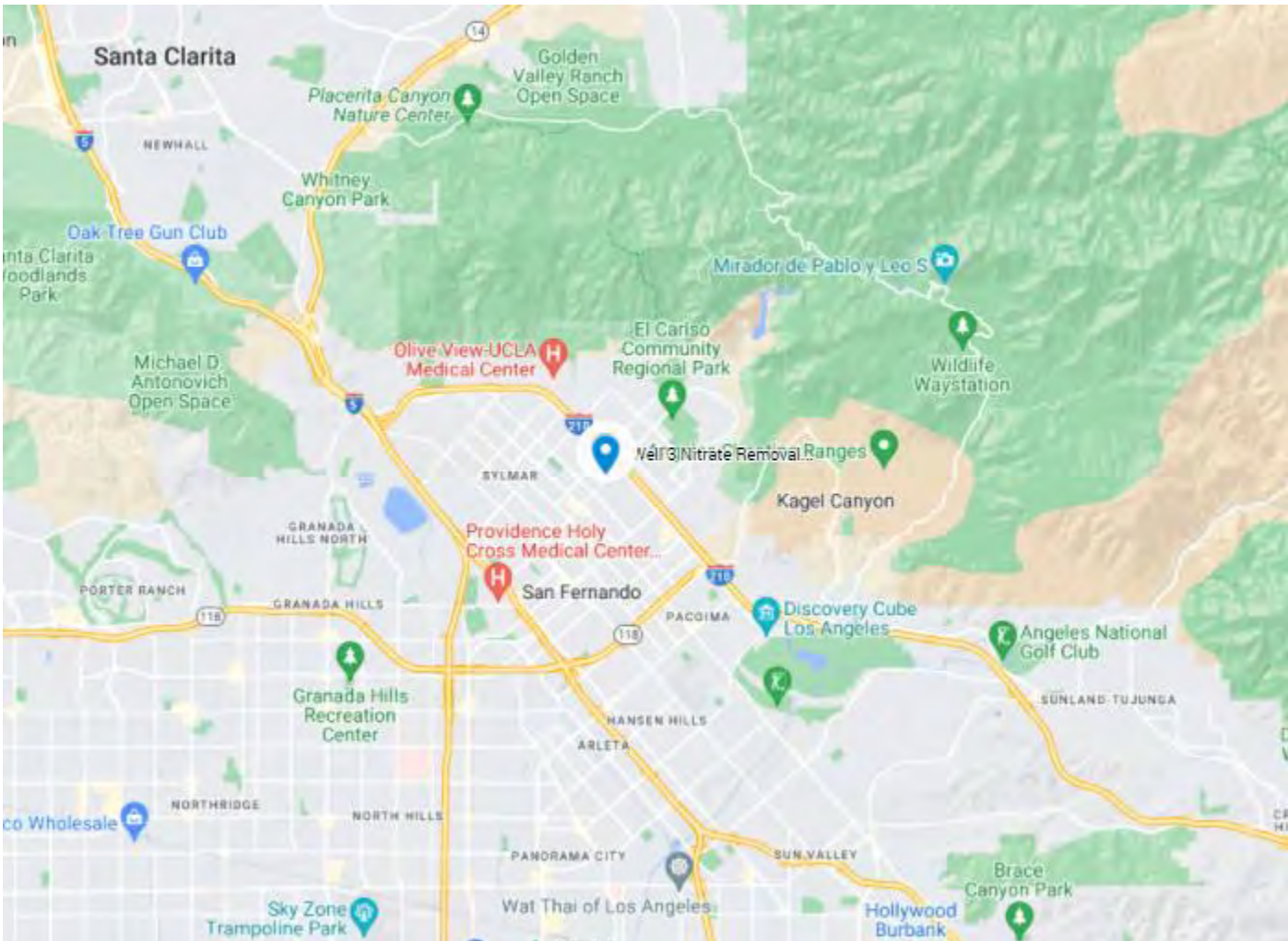
Local Project Sponsor Agency Designation

**Sponsored Project 1:** Well 3 Nitrate Removal Treatment System

**Sponsor Agency:** City of San Fernando

**Agency Address:** 117 Macneil Street, San Fernando, CA 91340

**Project Location:** 12900 Dronfield Avenue, Sylmar, CA 91342 (34.305658, -118.433573)





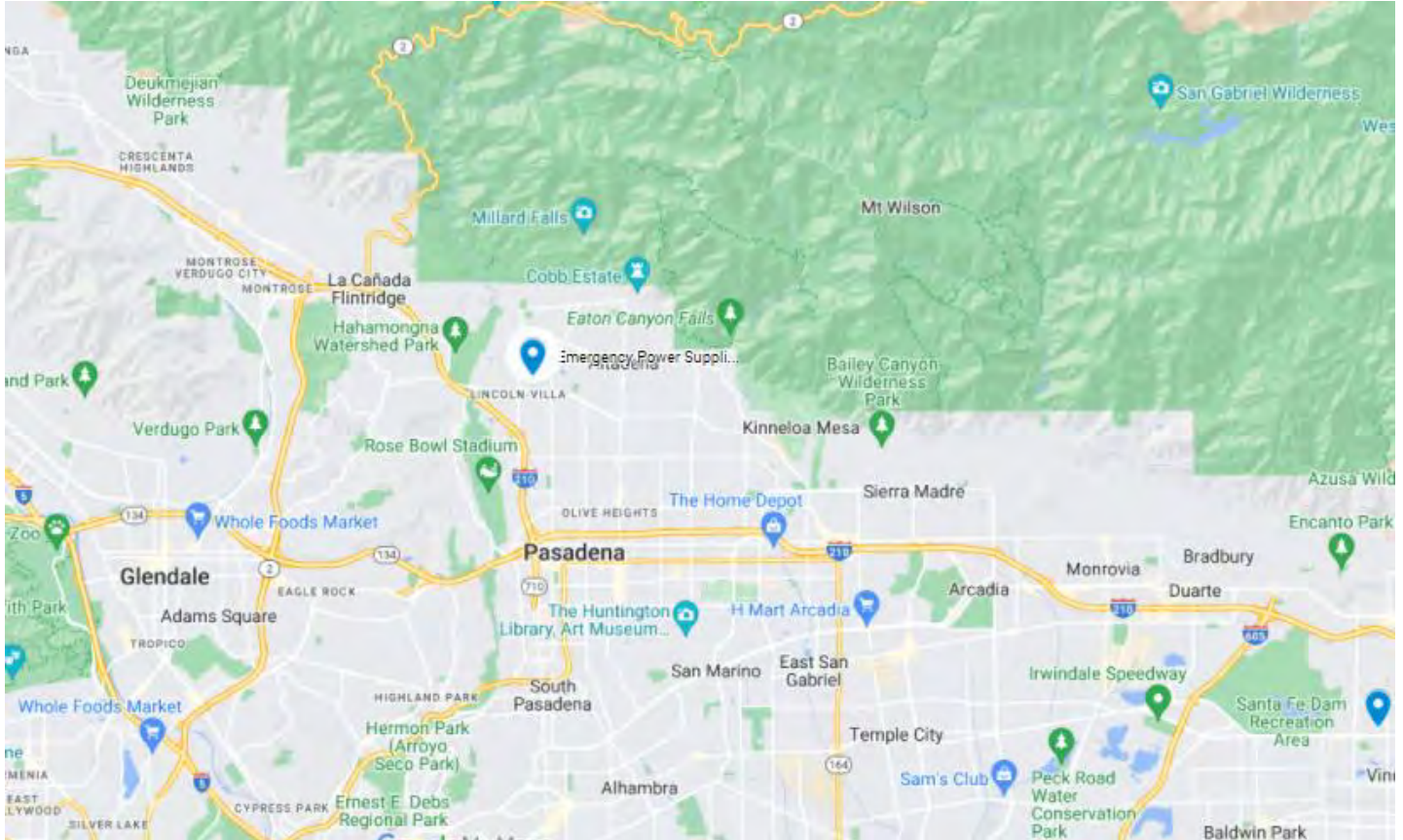
### Local Project Sponsor Agency Designation

### ***Sponsored Project 2: Utility Interconnections and Emergency Power Supplies***

**Sponsor Agency:** Rubio Cañon Land and Water Association

**Agency Address:** 583 E Sacramento St, Altadena, CA 91001

**Project Location:** 263 W Figueroa St., Altadena, California 91001 (34°11'13.6"N, 118°09'21.5"W)



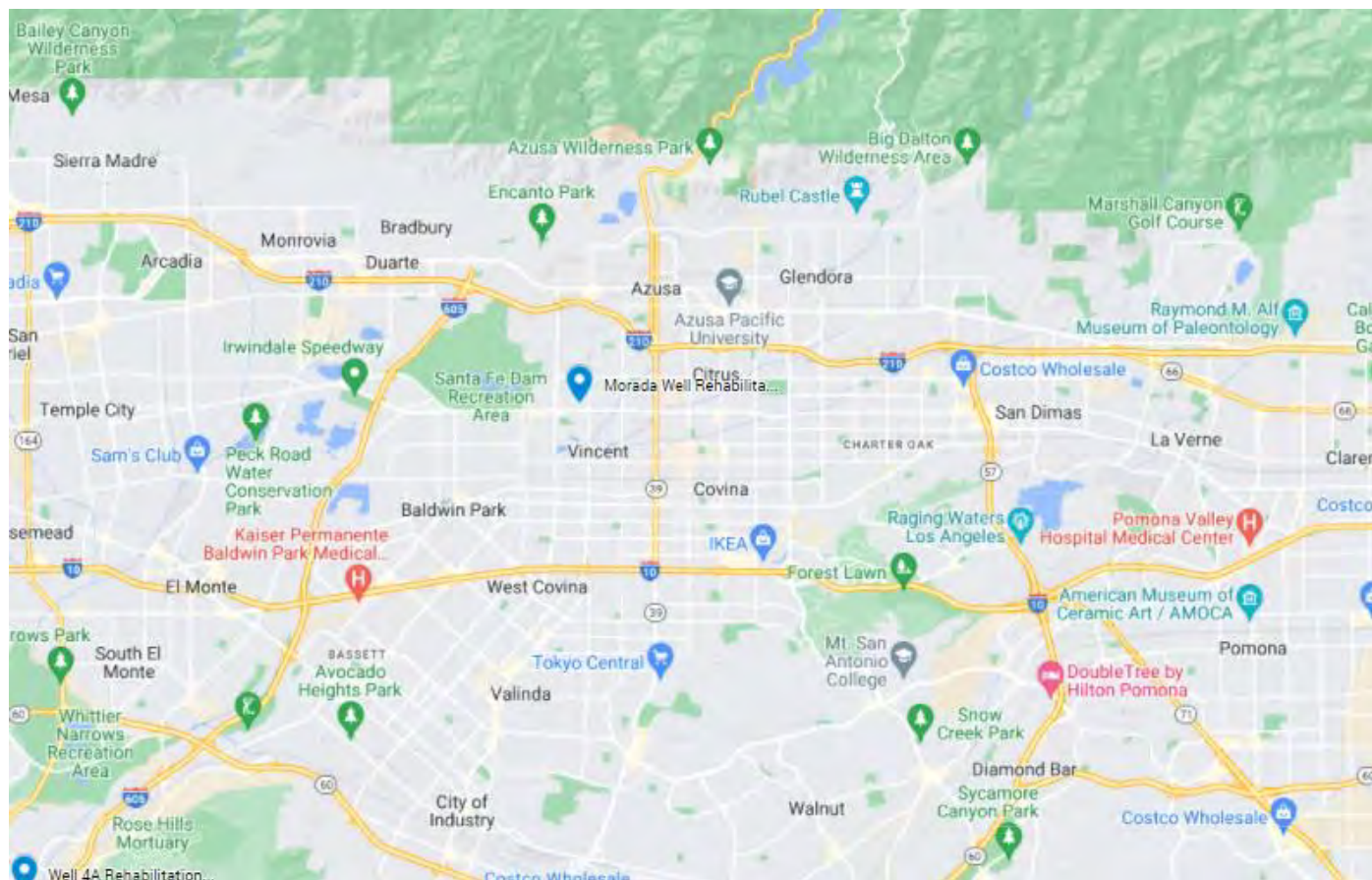
### Local Project Sponsor Agency Designation

#### **Sponsored Project 3:** Morada Well Rehabilitation Project

**Sponsor Agency:** Valley County Water District

**Agency Address:** 5121 Lante Street., Baldwin Park, CA 91706

**Project Location:** 5256 Morada Street, Irwindale, CA 91706





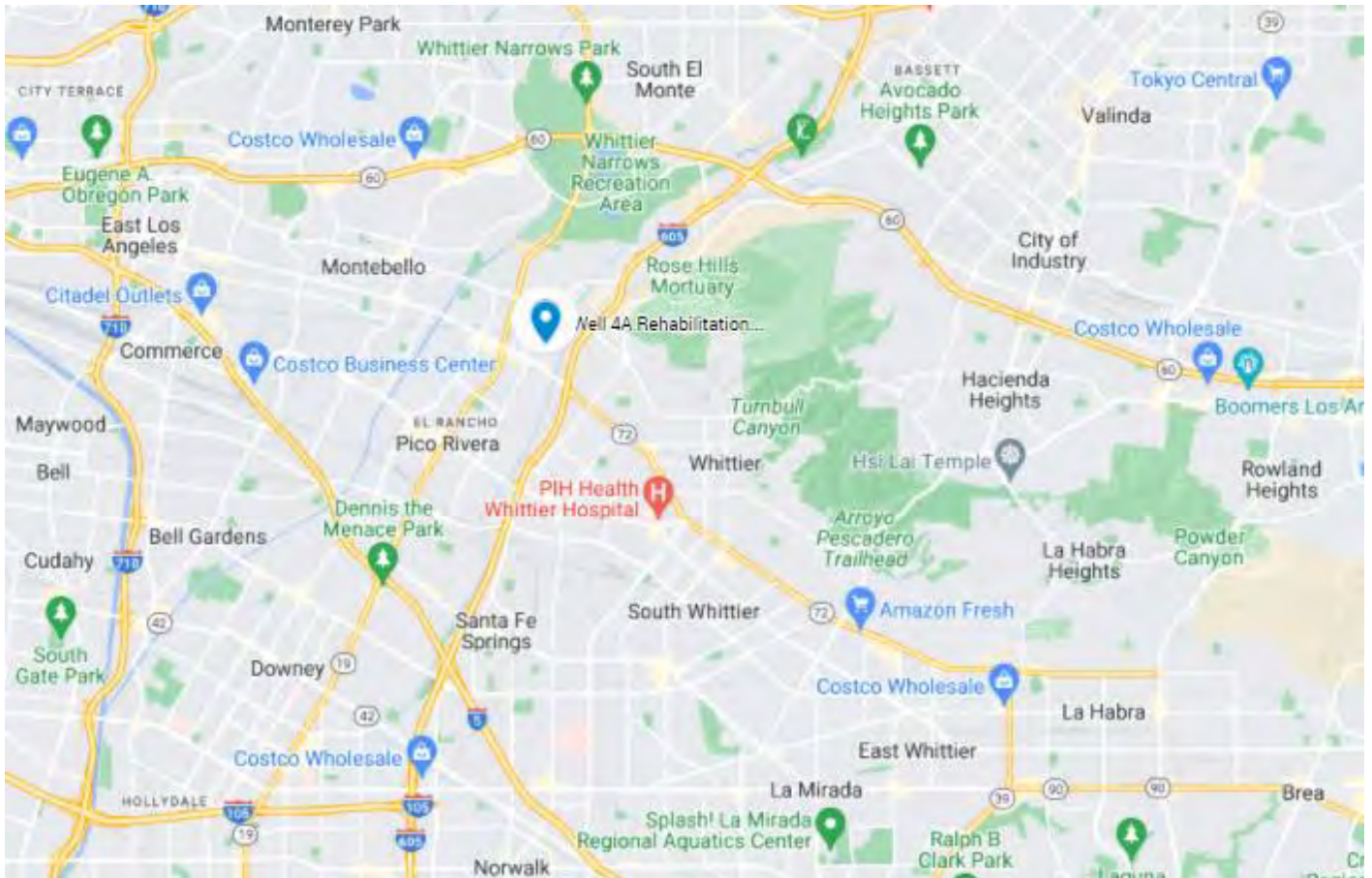
### Local Project Sponsor Agency Designation

#### **Sponsored Project 4:** Well 4A Rehabilitation Project

**Sponsor Agency:** Pico Water District

**Agency Address:** 4843 S. Church St., Pico Rivera, CA, 90660

**Project Location:** Pico Rivera, California (34.00167N",118. 07440W")



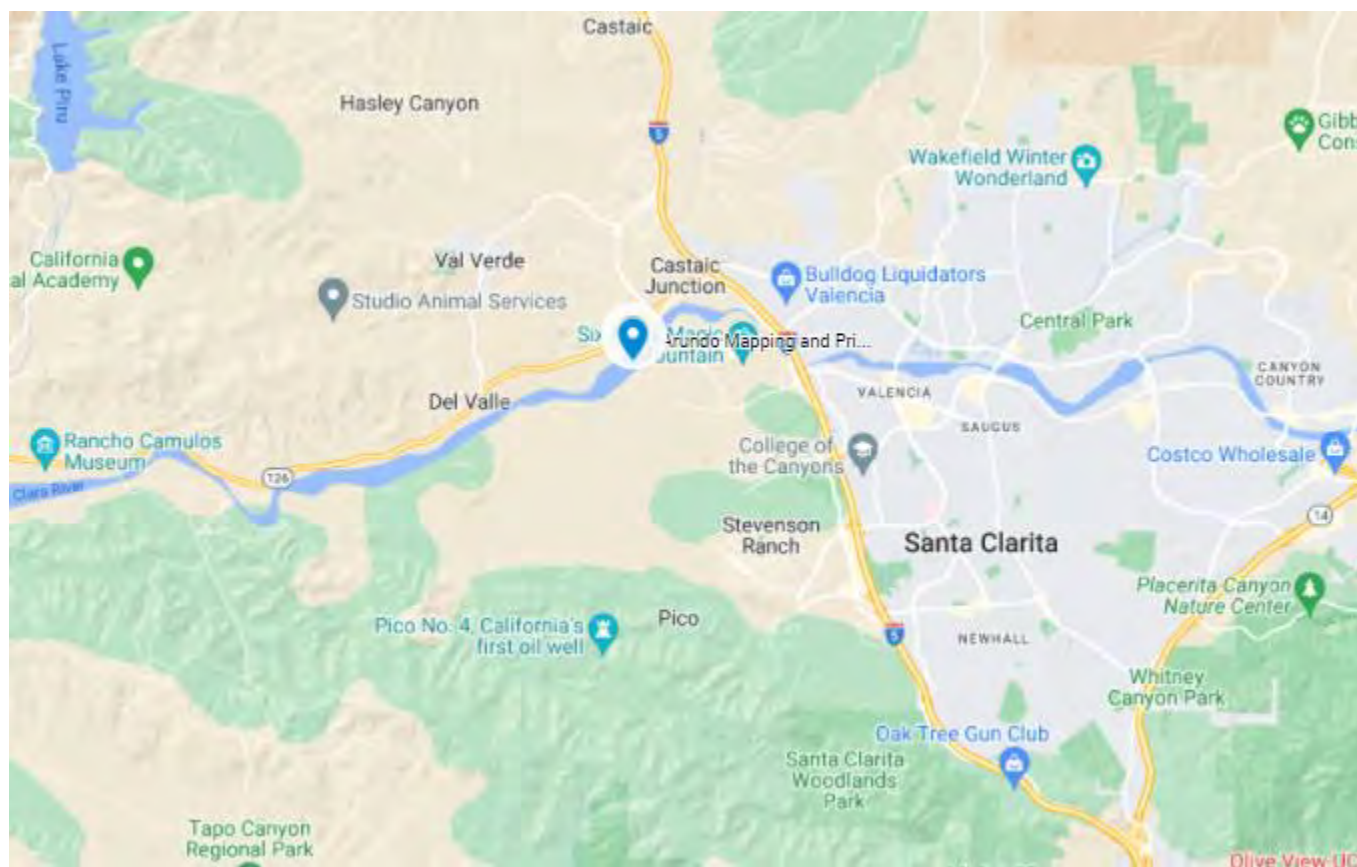
### Local Project Sponsor Agency Designation

**Sponsored Project 5:** Arundo Mapping and Priority Removal

**Sponsor Agency:** Santa Clara River Conservancy

**Agency Address:** 1427 E. Main St., Santa Paula, CA 93060

**Project Location:** Santa Clarita, California (34.425877, -118.622509)



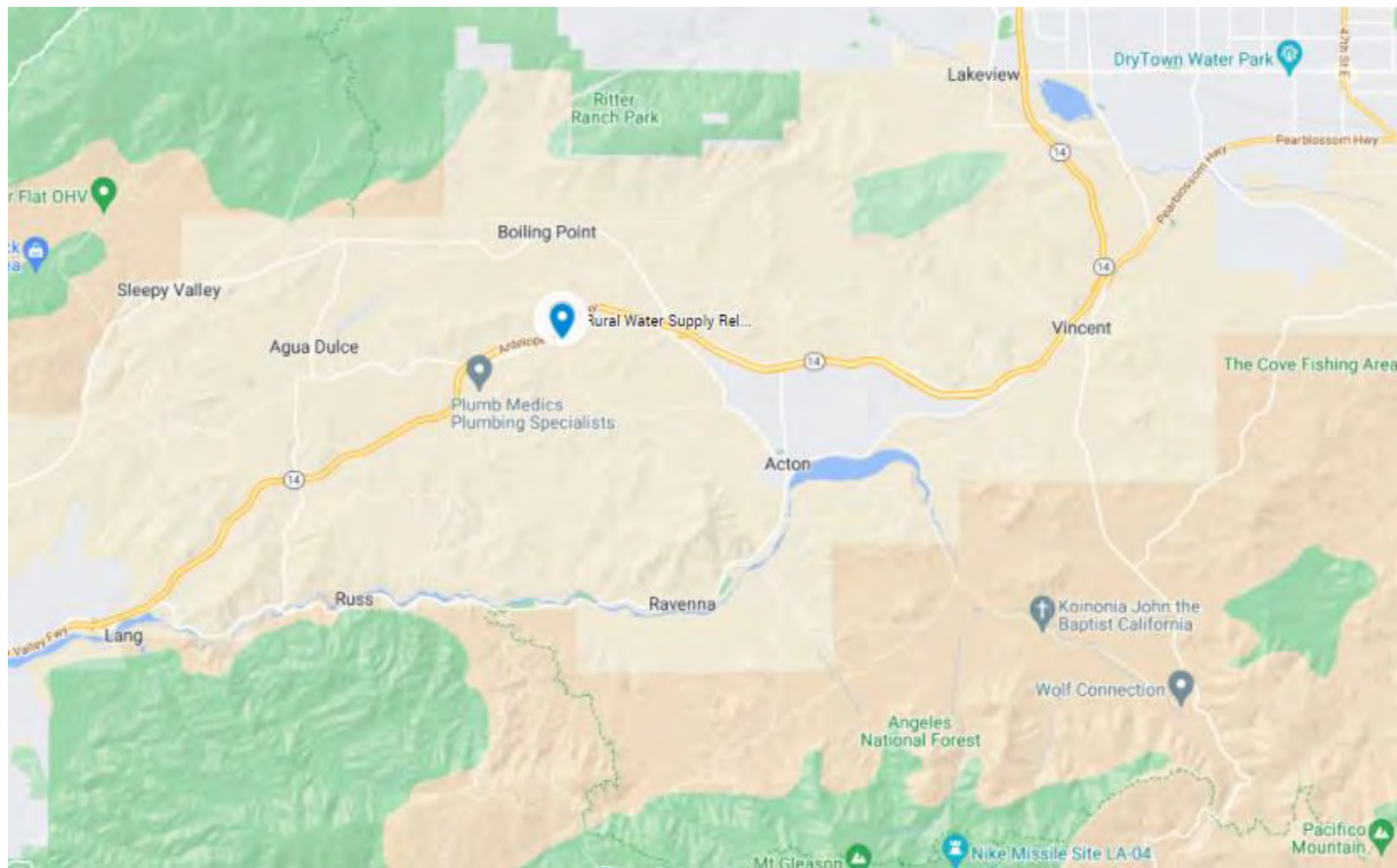
### Local Project Sponsor Agency Designation

#### **Sponsored Project 6:** Rural Water Supply Reliability

**Sponsor Agency:** TreePeople

**Agency Address:** 12601 Mulholland Drive, Beverly Hills, CA 90210

**Project Location:** Acton, California (34.497952, -118.258644)



**EXHIBIT J****APPRAISAL SPECIFICATIONS**

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and



encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
  - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
  - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

- c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
  - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
  - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

## EXHIBIT K

### INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

## EXHIBIT L

### PROJECT MONITORING PLAN GUIDANCE

#### Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

#### Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?



## EXHIBIT M

### INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

#### Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
  - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
  - Generic markup
  - Tuition
  - Conference fees
  - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

#### Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

**RESOLUTION NO. 8344**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 ADOPTED ON JULY 1, 2024, REGARDING APPROPRIATING FUNDS FROM THE PHASE 3 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM FOR WELL 3 NITRATE REMOVAL TREATMENT SYSTEM RELATED PROJECTS**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2024-25, commencing July 1, 2024, and ending June 30, 2025; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS**, the City requires funding from the Los Angeles County Flood Control District through the Urban and Multibenefit Drought Relief Grant Program for its Well 3 Nitrate Removal Treatment System Related projects; and

**WHEREAS**, the annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025, a copy of which is on file in the City Clerk's Office, was adopted on July 1, 2024.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The following adjustments are made to the City Budget:

**CAPITAL GRANTS: URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM**

|                      |           |
|----------------------|-----------|
| Increase in Revenues |           |
| 010-3686-0867        | \$750,000 |

|                          |           |
|--------------------------|-----------|
| Increase in Expenditures |           |
| 010-3686-0867-4600       | \$750,000 |

**SECTION 2.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED THIS 18<sup>th</sup> day of November, 2024.**

\_\_\_\_\_  
Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

**ATTEST:**

\_\_\_\_\_  
Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8344, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof, held on the 18<sup>th</sup> day of November 2024, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November 2024.

---

Julia Fritz, City Clerk

## DEPARTMENT OF WATER RESOURCES

P.O. Box 942836  
Sacramento, CA 94236-0001  
(916) 653-5791



June 20, 2022

Matthew Frary  
Principal Engineer  
Los Angeles County Flood Control District  
900 S. Fremont Ave  
Alhambra, CA 91803

**Award Notification for Phase 3 Urban and Multibenefit Drought Relief Grant Program**

Dear Matthew Frary:

***Congratulations!*** We are pleased to inform you that the following projects, filed by Los Angeles County Flood Control District, on behalf of Los Angeles Funding Area, have been awarded **\$5,000,000** by the Department of Water Resources (DWR) for the Urban and Multibenefit Drought Relief Grant Program:

- \$98,000 was awarded for Grant Administration
- \$714,000 was awarded to the Nyeland Avenue 8-inch Mainline
- \$714,000 was awarded to the Garden Acres MWC Backup Well
- \$750,000 was awarded to the Well 3 Nitrate Removal Treatment System
- \$366,000 was awarded to the Emergency and supplemental interconnection(s) to neighboring utilities and Emergency Power Supplies
- \$750,000 was awarded to the Morada Well Rehabilitation Project
- \$300,000 was awarded to the Well 4A Rehabilitation Project
- \$300,000 was awarded to the Grass Replacement and Program
- \$508,000 was awarded to the Arundo Mapping and Priority Removal
- \$500,000 was awarded to the Rural Water Supply Reliability

Costs incurred after June 10, 2022 (DWR approval date of the awards) will be eligible for grant reimbursement. This award is conditioned upon the execution of a Grant Agreement between DWR and your agency. Please see the [Agreement Template](#) for your reference.

***Your timely attention is directed to the following requirements:***

**Within 14 calendar days of the date of this award letter:**

**Award Acceptance** - Please submit a letter or e-mail signed by the authorized representative (agreement signatory) confirming your agency as the Grantee to accept the grant award in the amount of \$5000000. This letter/e-mail should also confirm the proper billing address for your organization (where reimbursement checks will be sent).

**Electronic Signatures** - DWR uses DocuSign to process signatures electronically to expedite all grant-related documents requiring a signature. In order for DWR to send documents to you via DocuSign, we need your permission and consent. If you consent to the use of DocuSign, please send DWR a letter on official letterhead signed by the authorized representative, consenting to the use of DocuSign for all transactions related to this award (see attached sample). If you prefer not

to use electronic signatures, DWR can send documents for original (wet) signatures via email or mail, but this can delay the process significantly, especially during situations such as the COVID-19 public health emergency.

**Within 30 calendar days of the date of this award letter:**

Authorizing Resolution – Please submit an authorizing resolution for this agreement within the next 30 days of this letter (see attached sample language). Sample language can be found on page 16 of the [Guidelines and Proposal Solicitation Package](#).

Following receipt of the award acceptance, DWR will provide you with a draft agreement and work with you to finalize and execute the agreement.

Your timely attention to these requirements is critical to execute the Grant Agreement; failure to do so may result in DWR revoking the grant award. Please submit the required information in the time periods specified to [urbandrought@water.ca.gov](mailto:urbandrought@water.ca.gov).

Please contact Ashley Gilreath at [ashley.gilreath@water.ca.gov](mailto:ashley.gilreath@water.ca.gov) or (916) 902-6717 or Stephanie Miura at [stephanie.miura@water.ca.gov](mailto:stephanie.miura@water.ca.gov) or (916) 902-7508 for any questions regarding the required materials.

Again, congratulations to you and your Local Partner Sponsors on this well-deserved grant award. Our team appreciates your time and effort to respond to this grant solicitation process and we will be reaching out in coming months to get your feedback. We look forward to working with you to complete these drought relief projects to build water resilience in your communities.

Sincerely,

A handwritten signature in black ink that reads "Carmel K. Brown". The signature is fluid and cursive, with a long horizontal stroke at the end.

Carmel Brown, P.E.,  
Manager, Financial Assistance Branch  
Division of Regional Assistance

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Wendell Johnson, Director of Public Works

**Date:** November 18, 2024

**Subject:** Consideration to Approve a Second Amendment to the Contract Services Agreement with Envirogen Technologies, Inc. for the Maintenance and Repair of the Ion Exchange Nitrate Removal Treatment Systems for Well 7, Plant 1, Well 3, and Plant 2

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Second Amendment to the Contract Services Agreement with Envirogen Technologies, Inc. (Envirogen) (Attachment "A" – Contract No. 1920(c)) increasing the annual not-to-exceed amount to \$200,000 and extending the term for two (2) years plus one (1) optional two-year extension; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute the Agreement and all related documents.

### BACKGROUND:

1. In May 2007, the nitrate concentration at Well No. 7A exceeded the Maximum Contaminant Level (MCL), at which time Well No. 7A water production was stopped.
2. In November 2009, Well No. 3 had a nitrate reading in excess of the MCL and water production ceased at this location.
3. On May 16, 2011, the City Council approved an agreement with Envirogen (Contract No. 1661) for the purchase of a proprietary Ion Exchange Nitrate Removal Treatment System for Well No. 7A.
4. On December 3, 2013, the City Council approved Contract No. 1729 with Envirogen for maintenance, repair, and warranties water services agreement to provide operation and oversight of the nitrate removal system installed at Well No. 7A.

**Consideration to Approve a Second Amendment to the Contract Services Agreement with Envirogen Technologies, Inc. for the Maintenance and Repair of the Ion Exchange Nitrate Removal Treatment Systems for Well 7, Plant 1, Well 3, and Plant 2**

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5. On October 29, 2018, the Nitrate Removal System Project at Well No. 7A was completed and and operational.
6. On July 15, 2019, the City Council approved Contract No. 1920 (Exhibit "A" to Attachment "A") with Envirogen to continue to provide operations and maintenance services for the Nitrate Removal System at Well No. 7A.
7. On August 16, 2021, the City Council authorized waiving formal bidding requirements under Section 2-801(a) of the City's Purchasing Ordinance and authorized a Purchase Order with Envirogen in an amount not-to-exceed \$1,484,000 for the purchase of a proprietary Ion Exchange Nitrate Removal Treatment System at the City's groundwater Well No. 3.
8. On October 25, 2021, Envirogen submitted a supplemental proposal which added professional services tasks, which included preparing technical and operation reports along with providing a proprietary Ion Exchange Nitrate Removal Treatment System at the City's groundwater Well No. 3. The revised proposal also includes the addition of sales tax, which was not included in the original proposal amount.
9. On March 8, 2024, the Well 3 proprietary Ion Exchange Treatment System came online. As a result, staff began to explore a contract amendment with Envirogen to provide necessary maintenance services for their proprietary equipment for Well 3.
10. On July 15, 2024, Contract No. 1920 with Envirogen expired. Envirogen agreed to provide services on a month-to-month basis while working with staff on a revised proposal for services to include the new Treatment System for Well 3.

**ANALYSIS:**

The City has four (4) groundwater extraction wells (Well No. 2A, Well No. 3, Well No. 4, and Well No. 7A) that are responsible for providing sufficient water supply to residents and businesses. Currently, all four (4) wells are on line and operational. Nitrates have been successfully removed from groundwater extracted from Well No. 7A since October 2018, and Well 3 since March 2024 through a proprietary system designed by Envirogen. To help maintain and operate the newly added Plant 2 Treatment Plant incorporating Well 3, a Contract Services Agreement is needed with Envirogen to support their proprietary systems at both Nitrate Treatment Systems.

The activation and utilization of Well 3 required the City to incorporate Well 3 into the existing Envirogen contract. Scope of services of the proposed agreement include certain field engineering services to support City's operations of the Ion Exchange Treatment System (Plant 1 and Plant 2). This includes 8-hour day monthly visits to help rectify and or modify any issues that arise or impact the operations of the treatment system, including 20 pre-filter bags a month,

**Consideration to Approve a Second Amendment to the Contract Services Agreement with Envirogen Technologies, Inc. for the Maintenance and Repair of the Ion Exchange Nitrate Removal Treatment Systems for Well 7, Plant 1, Well 3, and Plant 2**

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monthly sensor calibration, monthly conductivity sensor cleaning and calibration, Ion Exchange system valve repair and maintenance of their proprietary system.

*Procurement.*

Section 2-801(b) of the San Fernando Municipal Code (SFMC) provides a bid exception for equipment, services and/or supplies for items that are considered sole source purchases. "Sole source purchases may include proprietary items sold direct from the manufacturer." Considering Envirogen is the manufacturer of the City's treatment system equipment, the proposed maintenance agreement is a proprietary item sold direct from the manufacturer and is, therefore, excepted from bid requirements as a sole source purchase.

**BUDGET IMPACT:**

Sufficient funding has been appropriated in the Fiscal Year 2024-2025 Adopted Budget to cover the amended services agreement for Ion Exchange Nitrate Removal Treatment Systems' repair and maintenance through the Water Fund (070-384-0857-4260). The proposed contract is within current budgeted amounts.

**CONCLUSION:**

It is recommended that the City Council approve the attached Second Amendment to the Contract Services Agreement with Envirogen Technologies, Inc. in an amount not to exceed \$200,000 annually and extending the term for two (2) years plus a two (2) year extension.

**ATTACHMENT:**

- A. Contract 1920(c), including:
  - Exhibit "A": Contract No. 1920
  - Exhibit "B": Contract No. 1920(a)
  - Exhibit "C": PO 12503
  - Exhibit "D": Envirogen Treatment System Proposal #24166
  - Exhibit "E": Contract No. 1920(b)
  - Exhibit "F": Envirogen Invoice No. 13841
  - Exhibit "G": Envirogen Service Contract Agreement Proposal #25061

**SECOND AMENDMENT TO  
CONTRACT SERVICES AGREEMENT  
(Envirogen Technologies, Inc.)**

THIS SECOND AMENDMENT ("Second Amendment") to that certain agreement entitled "Contract Services Agreement", Contract No. 1920 dated July 15, 2019, between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and ENVIROGEN TECHNOLOGIES, INC. (hereinafter, "CONTRACTOR") is made and entered into this 18<sup>th</sup> day of November, 2024 ("Effective Date"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably as appropriate.

**RECITALS**

WHEREAS, the CITY and CONTRACTOR are parties to that certain agreement entitled "Contract Services Agreement", Contract No. 1920 dated as of July 15, 2019, for the performance of certain maintenance services for San Fernando Well No. 7 (hereinafter, the "Master Agreement") (A true and correct copy of the Master Agreement is attached and incorporated hereto as **Exhibit "A"**; and

WHEREAS, on April 5, 2021, the Parties executed a First Amendment, Contract No. 1920(a) to amend Section 1.3 of the Master Agreement to increase the total annual not-to-exceed from \$93,908.64 to a new annual not-to-exceed sum of \$120,000 (A true and correct copy of the First Amendment is attached and incorporated as **Exhibit "B"**); and

WHEREAS, at its meeting of August 16, 2021, the City Council of the City of San Fernando ("City Council") approved Purchase Order No. 12503 ("PO 12503") to authorize the performance of additional services by CONTRACTOR under the terms of a proposal of CONTRACTOR dated June 30, 2021, and entitled "**San Fernando Packaged Well 3 Nitrate Treatment System and Well 7A Controls Upgrade, Envirogen Proposal #24166**" (the "2021 Supplemental Proposal") (True and correct copies of PO 12503 and the 2021 Supplemental Proposal are attached incorporated hereto as **Exhibits "C"** and **"D"** respectively); and

WHEREAS, on November 1, 2021, the Parties executed that certain instrument entitled "Addendum to San Fernando Purchase Order 12503", Contract No. 1920(b) (the "2021 PO Addendum") amending and repealing certain provisions of PO 12503 (A true and correct copy of the 2021 PO Addendum is attached and incorporated hereto as **Exhibit "E"**); and

WHEREAS, on June 20, 2023, CITY approved payment of CONTRACTOR's Invoice No. 0013841-IN SUP 2 dated December 23, 2022, authorizing additional equipment off-loading at the project site for a total of \$18,700 ("Change Order No. 1") (A true and correct copy of Change Order No. 1 is attached hereto as **Exhibit "F"**); and

CONTRACT NO. 1920(c)

WHEREAS, the Parties wish to expand the Scope of Services to include certain field engineering services to support CITY's operation of the Ion Exchange Treatment Systems (Plant 1 and Plant 2 located at 12900 Dronfield Avenue, Sylmar, CA); and

WHEREAS, the parameters of the contemplated additional services are set forth in that certain supplement proposal of CONTRACTOR entitled "Service Contract Amendment – Envirogen Proposal – 25061" dated April 5, 2024 (hereinafter the "2024 Supplemental Proposal") (A true and correct copy of the 2024 Supplemental Proposal is attached and incorporated hereto as **Exhibit "G"**); and

WHEREAS, the Parties also wish to formally approve memorialize the extension of the Master Agreement for an additional two (2) years commencing as of July 15, 2024; and plus one (1) optional two-year extension; and

WHEREAS, this Second Amendment was approved by the San Fernando City Council at its regular meeting of November 18, 2024.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. EXTENSION OF TERM.

The term of the Master Agreement as the same as been amended by the Prior Amendment Documents is hereby extended for an extension commencing as of July 15, 2024 and ending July 15, 2026 plus one (1) optional two-year extension (hereinafter, the "Extension Term"). For purposes of this Second Amendment, the term "Prior Amendment Documents" shall be a collective reference to the documents which are attached and incorporated hereto as **Exhibits "B" through "G"**. The Parties acknowledge that it has been their intent that CONTRACTOR continue to perform the services and tasks described in the Master Agreement and Prior Amendment Documents after July 19, 2024, and that such services shall continue to be performed up to and until July 15, 2026, and/or plus one (1) optional two-year extension except the extent amended or modified under this Second Amendment.

- A. For those services and tasks performed by CONTRACTOR from July 15, 2019, to the Effective Date of this Agreement, CONTRACTOR shall be compensated in accordance with the applicable compensation terms set forth in the Master Agreement as the same was amended by way of the Prior Amendment Document. All services and tasks performed by CONTRACTOR under the Master Agreement and the Prior Amendment Documents shall continue to be compensated in accordance with the applicable compensation terms set forth in the Master Agreement as amended by way of the Prior Amendment Documents.

CONTRACT NO. 1920(c)

SECTION 2. SUPPLEMENTAL SCOPE OF SERVICES.

- A. The Scope of Services is amended to include those various services and tasks described in the 2024 Supplemental Proposal. CONTRACTOR shall commence its performance of the supplemental services and tasks set forth in the 2024 Supplemental Proposal effective as of July 15, 2024 (the "2024 Supplemental Services Start Date").
- B. The supplemental terms and conditions referenced under that certain document entitled "General Conditions for the Sale of Products and Services by Envirogen Technologies, Inc" which is attached to the 2024 Supplemental Proposal as Attachment B shall apply onto to those services and tasks provided and/or performed by CONTRACTOR under the 2024 Supplemental Proposal.
- C. Paragraph B of this Section notwithstanding, the following section of Attachment B of the 2024 Supplemental Proposal are hereby repealed and shall be of no force or effect: 7, 8, 9, 11.4, 11.5 and 11.6

SECTION 3. SUPPLEMENTAL SERVICES COMPENSATION.

- A. Supplemental Services Compensation Terms. As described in the 2024 Supplemental Proposal under the heading "Field Service and Field Engineering Support Pricing" CONTRACTOR's total monthly compensation for all services and tasks performed under the 2024 Supplemental Proposal shall be a fixed monthly lump sum of **NINE THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS (\$9,750)** (the "2024 Supplemental Services Monthly Sum Charge") plus any additional sums representing sales taxes on the 2024 Supplemental Services Monthly Sum Charge and any additional sums representing transportation costs as described under Section 3.2 of Attachment B of the 2024 Supplemental Proposal. Compensation for the services and tasks to be performed under the 2024 Supplemental Proposal shall be in addition to any compensation to which CONTRACTOR may be entitled for services and tasks described and performed under the Mater Agreement and the Prior Amendment Documents.
- B. Applicable CIP Adjustments. Paragraph A of this Section notwithstanding, the 2024 Supplemental Services Monthly Sum Charge may be adjusted from time to time in the manner provided under the sub-heading entitled "\*CPI Adjustment" which is under the major heading "Field Service and Field Engineering Price" set forth in the 2024 Supplemental Proposal.
- C. Emergency Services. CONTRACTOR may also receive compensation sums that are in addition to compensation sums authorized under paragraphs A and B of this Section, above, for certain emergency services provided by CONTRACTOR in the manner described on the first page of the 2024 Supplemental Proposal under the fifth bullet point under the heading "Equipment, Pars, Materials, Salt" and under the document entitled "Emergency Response Envirogen 2024 Labor Rates" which is attached to the 2024 Supplemental

CONTRACT NO. 1920(c)

Proposal as Attachment A. The right of CONTRACTOR to modify those labor rates set forth under Attachment A of the 2024 Supplemental Proposal notwithstanding, CONTRACTOR must provide CITY with no less than sixty (60) days prior written notice before any modified rate amounts may take effect.

SECTION 4. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Master Agreement as previously amended by way of the Prior Amendment Documents, the provisions of this Second Amendment shall govern and control, but only to the extent of the conflict or inconsistency and no further.

SECTION 5. Section 6.18 of the Master Agreement notwithstanding and notwithstanding any other term to the contrary in the Prior Amendment Documents, this Second Amendment, together with the Master Agreement and the Prior Amendment Documents constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in those documents and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Second Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed on this 18<sup>th</sup> day of November, 2024 which shall also be the first date to appear page one of this Second Amendment, above.

**CITY OF SAN FERNANDO**

**ENVIROGEN TECHNOLOGIES, INC.:**

By: \_\_\_\_\_  
Nick Kimball, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Padilla, City Attorney

Date: \_\_\_\_\_

CONTRACT SERVICES AGREEMENT

(Contractor: Envirogen Technologies, Inc.)

(Services: Maintenance Services for San Fernando Well No. 7)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is entered into this 15<sup>th</sup> day of July, 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "City") and ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation (hereinafter, "Contractor"). For the purposes of this Agreement, City and Contractor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Contractor interchangeably.

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, City requires operations and maintenance services in connection with the City's ion exchange system for San Fernando Well No. 7; and

WHEREAS, Contractor represents that it is fully qualified to perform such work by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, Contractor further represents that it is willing to accept responsibility for performing such work in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement was approved by the San Fernando City Council ("City Council") at its meeting of July 15, 2019 under Agenda Item 3 .

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

I.SCOPE AND TERM OF SERVICES AND COMPENSATION

- 1.1 SCOPE OF SERVICES: Contractor shall perform those services and tasks described under the heading "Scope of Work" on page 2 of that certain proposal of Contractor dated April 10, 2019 and entitled "**Envirogen Technologies – Maintenance Service Contract Well No. 7**" which is attached and incorporated hereto as Exhibit "A" (hereinafter, the "Scope of Services"). Contractor further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and



timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Services." This Agreement constitutes an "Order" within the meaning of Section 1 (Definitions) found on page 5 of the Scope of Services. The following provisions of the Scope of Services are hereby deleted and repealed and shall be of no force or effect:

- (i) Subsections 3.4 through 3.7 of Section 3 found on page 6 of the Scope of Services;
- (ii) Section 7 found on page 8 of the Scope of Services;
- (iii) Section 8 found on pages 8 through 9 of the Scope of Services;
- (iv) Section 9 found on page 9 of the Scope of Services; and
- (v) Subsections 11.4 through 11.10 found on page 10 of the Scope of Services.

1.2 TERM: This Agreement shall have a term (hereinafter, "Term") of five (5) years commencing from the date the Agreement is signed by all of the Parties (the "Effective Date")

1.3 COMPENSATION: In consideration for Contractor's performance of the Services, Contractor shall be compensated in the lump sum amount of **Seven Thousand Eighty-Eight Dollars (\$7,088)** per month (the "Monthly Not-to-Exceed Sum"), provided however, that the Monthly Not-to-Exceed Sum shall increase automatically by an amount equal to two percent (2%) of the most current Monthly Not-to-Exceed Sum once a year on 15<sup>th</sup> day of April of each year, commencing April 15, 2020. The foregoing notwithstanding, in no event may the Monthly Not-to-Exceed Sum exceed the sum of Seven Thousand, Eight Hundred Twenty-Five Dollars and Seventy-Two Cents (\$7,825.72) during the Term of this Agreement nor may Contractor's total aggregate compensation during any single Contract Year exceed the sum of Ninety-Three Thousand, Nine Hundred Eight Dollars and Sixty-Four Cents (\$93,908.64) without the prior approval of the City Council. City may suspend Contractor's performance pending such City Council approval. For purposes of this Agreement, the capitalized term "Contract Year" means any one-year period of time during the Term of the Agreement commencing from the Effective Date or each anniversary of the Effective Date thereafter.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, Contractor will submit to City an invoice indicating the sums owed for the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred for City-authorized services or tasks that were performed during the recently concluded calendar month that are not included in the Scope of Services. If the amount of Contractor's compensation monthly compensation for City-authorized work performed that is not covered under this Scope of Services is a function of hours worked by Contractor's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the services or tasks, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand

total for all such services and tasks performed. Within thirty (30) calendar days of receipt of each invoice, City will notify Contractor in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City will pay all undisputed amounts included on the invoice. City will not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 1.5 EXTRA WORK; COMPENSATION FOR EXTRA SERVICES: At any time during the term of this Agreement, City may request that Contractor perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Services but later determined by City to be necessary. Contractor shall not undertake, nor shall Contractor be entitled to compensation for Extra Work without the prior written authorization of the City. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Services and related sub-tasks set forth in the Scope of Services.
- 1.6 ACCOUNTING RECORDS: Contractor shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONTRACTOR: In the event Contractor ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, Contractor shall deliver to City immediately and without delay, all materials, records and other work product prepared or obtained by Contractor in the performance of this Agreement. Furthermore, Contractor shall only be compensated for the reasonable value of the services, tasks and other work satisfactorily performed up to the time of cessation or abandonment, less any deduction for any damages, costs or additional expenses which City may incur as a result of Contractor's cessation or abandonment.

## II.

### PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The City hereby designates the Director of Public Works and the Water Division Superintendent (hereinafter, the "City Representatives") to act as its representatives for the performance of this Agreement; the Director of Public Works shall be the City's chief City Representative. The City Representatives or their designee shall act on behalf of the City for all purposes under this Agreement. Contractor shall not accept directions or orders from any person other than the City Representatives or their designee.

- 2.2 CONTRACTOR'S REPRESENTATIVE: Contractor hereby designates Joe Gutierrez, Business Development Manager – West to act as its representative for the performance of this Agreement (hereinafter, "Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative or his designee shall supervise and direct the performance of the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Notice to the Contractor's Representative shall constitute notice to Contractor.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: Contractor agrees to work closely with City staff in the performance of the Services and this Agreement and shall be available to City staff and the City Representatives at all reasonable times. All work or work product prepared by Contractor shall be subject to inspection and approval by City Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Contractor represents, acknowledges and agrees to the following:
- A. Contractor shall perform all work skillfully, competently and to the highest professional standards of Contractor's profession;
  - B. Contractor shall perform all work in a manner reasonably satisfactory to the City;
  - C. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
  - D. Contractor understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
  - E. Contractor shall perform all Services under this Agreement in a skillful and competent manner equivalent to, if not greater than, the standard generally recognized as being employed by professionals performing the same services in the State of California;
  - F. All of Contractor's employees and agents (including but not limited to Contractor's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Contractor; and
  - G. All of Contractor's employees and agents (including but not limited to Contractor's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this



Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that Contractor shall perform, at Contractor's own cost and expense and without any reimbursement from City, any services or tasks necessary to correct any errors or omissions caused by Contractor's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Contractor's employees, agents, contractors, subcontractors and subconsultants. Such effort by Contractor to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representatives in writing and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Contractor or on Contractor's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Contractor, including but not limited to the representation that Contractor possesses the skills, training, knowledge and experience necessary to perform the Services in a skillful and competent manner equivalent to, if not greater than, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of Contractor are material to City's willingness to enter into this Agreement. Accordingly, City has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Contractor or on behalf of Contractor in the performance of this Agreement. In recognition of this interest, Contractor agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. In the absence of City's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services shall be performed by Contractor or under Contractor's strict supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with Contractor's competent performance under this Agreement or result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of Contractor are not employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. Contractor shall be responsible for all reports and

obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Contractor, a threat to persons or property, or if any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Contractor and shall not be re-assigned to perform any of the Services. In keeping with the indemnification provisions of Article IV, below, Contractor shall indemnify, defend and hold free and harmless City, its elected or appointed officials, officers, employees, agents and volunteers from any claims or liability arising out of the removal of any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants pursuant to this Section.
- 2.8 COMPLIANCE WITH LAWS: Contractor shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, the City of San Fernando and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Services. Contractor's compliance with applicable laws shall include without limitation compliance with all Cal/OSHA requirements, and the issuance of all notices required by law. Contractor shall be liable for all violations of such laws, statutes, codes, rules, regulations and ordinances in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, statutes, codes, rules, regulations or ordinances, Contractor shall be solely responsible for all costs arising therefrom. In keeping with the indemnification requirements of Article IV, below, Contractor shall indemnify, defend and hold free and harmless City and City's elected or appointed officials, officers, employees, agents and volunteers from any claim or liability arising out of any failure or alleged failure to comply with such laws, statutes, codes, rules, regulations or ordinances.
- 2.9 SAFETY: Contractor shall perform its work so as to avoid injury or damage to any person or property. In performing the Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which any work is to be performed, including but not limited to:
- A. Adequate life protection and lifesaving equipment and procedures;
  - B. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or

lawfully required to prevent accidents or injuries; and

C. Adequate facilities for the proper inspection and maintenance of all safety measures.

- 2.10. NON-DISCRIMINATION: In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that Contractor and all persons retained or employed by Contractor are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Contractor shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Contractor and all persons retained or employed by Contractor shall have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Contractor under this Agreement or is otherwise expressly conferred by City in writing.
- 2.12. LABOR CERTIFICATION: Contractor, by execution of this Agreement, certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 2.13. PREVAILING WAGES: Contractor is aware of the requirements of California Labor Code Section 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works contracts." If this is a "public works contract" pursuant to the California Labor Code and if the total compensation is One Thousand Dollars (\$1,000.00) or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Copies of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement shall be made available to interested parties upon request, and shall be posted at the Project site. In addition to the indemnification duties set forth under Article IV of this Agreement, Contractor agrees to indemnify, defend and hold free and harmless the City and City's elected and appointed officials, officers, employees, agents and volunteers from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- 2.14. WARRANTY AGAINST DEFECTS. Contractor warrants all work done and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials and workmanship; and (iii) shall be fit for the purposes intended. If any defects occur within twelve (12) months following acceptance, Contractor shall be solely



responsible for the correction of those defects.

## II. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, Contractor agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Contractor shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Contractor has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).
- 3.2 REQUIRED COVERAGES: Contractor agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. Commercial General Liability Insurance: Contractor shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage shall either apply separately to the Services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;
  - B. Automobile Liability Insurance: Contractor shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: Contractor shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide: There will be no cancellation, suspension, reduction or voiding of coverage without **thirty (30)** calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage

occurs, Contractor shall furnish City with information regarding such reduction at Contractor's earliest possible opportunity and in no case later than five (5) calendar days after Contractor is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City's elected or appointed officials, officers, employees, agents or volunteers.

- D. Error & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, Contractor shall procure and maintain Errors and Omissions Liability Insurance appropriate to Contractor's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the City and City's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. City may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the City Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 DISCLOSURE OF DEDUCTIBLES AND SELF-INSURED RETENTIONS: With respect to all varieties of insurance required under this Article, all deductibles and self-insured retentions shall be declared to and approved by City. City, at its option and in its sole and absolute discretion may require that: (i) the insurer reduce or eliminate such deductibles or self-insured retentions as respects City and City's elected or appointed officials, officers, employees, agents and volunteers; or (ii) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 3.6 NOTICE OF FACTORS DIMINISHING COVERAGE: If any of the required insurance coverages contain aggregate limits, or apply to other operations of Contractor not related to this Agreement, Contractor shall give City prompt, written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords Contractor, City and City's elected and appointed officials, officers, employees, agents and volunteers. Contractor shall also immediately restore such aggregate limits or shall provide other insurance protection for such aggregate limits. City may, at its option, specify a minimum acceptable aggregate for each line of



coverage required. Contractor shall not make any substantial reductions in scope of coverage which may affect City's protection without City's prior written consent.

- 3.7 DELINEATION OF EXCLUSIONS ADDED BY ENDORSEMENT: All policies of insurance required under this Article shall delineate exclusions added by endorsement. The Parties acknowledge and agree that the purpose of this provision is to enable the Parties to easily identify material limitations in the scope of coverage afforded under each policy of insurance.
- 3.8 SEPARATION OF INSURED; NO SPECIAL LIMITATIONS: All varieties of insurance required under this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to City and City's elected or appointed officials, officers, employees, agents or volunteers.
- 3.9 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by Contractor shall be primary to any coverage available to City or City's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by City or City's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- 3.10 WAIVER OF SUBROGATION: No policy of insurance or endorsement thereto that is procured by Contractor pursuant to this Article shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from City or City's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of Contractor or Contractor's subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers. All policies of insurance required under this Article shall contain provisions waiving or shall be endorsed to waive any subrogation rights or other like rights of recovery by the insurance carrier against City or City's elected or appointed officials, officers, employees, agents and volunteers for any sums paid on behalf Contractor or Contractor's contractors, subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers by the insurance carrier. The City Representatives may waive this requirement as to CGL Coverage but only upon Contractor's delivery to City of endorsements demonstrating that City and City's elected or appointed officials, officers, employees, agents and volunteers have been named as additional insureds under the CGL Coverage.
- 3.11 VERIFICATION OF COVERAGE: Contractor acknowledges, understands and agrees, that City's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding City's financial well-being and, indirectly, the collective well-being of the residents of the City of San Fernando. Accordingly, Contractor warrants, represents and agrees that it shall furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. **The certificates of insurance and**

**endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested.** All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Contractor's commencement of any work or any of the Services. Contractor shall also provide City with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Services. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Contractor fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.

- 3.12 **NOTICE OF TERMINATION:** All policies of insurance required by this Agreement shall contain an endorsement providing that notice of cancellation will be provided to the City by Envirogen as soon as reasonably practical. Contractor agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 3.13 **FAILURE TO ADHERE TO INSURANCE PROVISIONS:** In addition to any other remedies City may have under this Agreement or at law or in equity, if Contractor fails to comply with any of the requirements set forth in this Article, City may, but shall not be obligated to: **(a)** Order Contractor to stop any and all work under this Agreement or withhold any payment, which becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; or **(b)** terminate this Agreement. City's exercise of any of the foregoing remedies, shall be in addition to any other remedies City may have and is not the exclusive remedy for Contractor's to failure to comply with the insurance requirements set forth under this Article.
- 3.14 **SUBCONTRACTORS INSURANCE COVERAGE:** Contractor shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Contractor under this Article.
- 3.15 **NO LIMITATION ON LIABILITY:** Contractor's procurement of insurance shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's indemnification duties set forth under Article V of this Agreement.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense,

attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide City and City's elected and appointed officials, officers, employees, agents and volunteers with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify, defend and protect City as set forth herein.

- 4.2 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 4.3 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Article and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of Contractor under this Article will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 4.6 City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not



any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.
- 4.8 Anything in this Article 4 or elsewhere in this Agreement notwithstanding, any liability of contractor under the order shall not exceed \$1,000,000.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: City may terminate this Agreement for convenience and without cause or penalty at any time upon the issuance of thirty (30) days prior written notice to Contractor. Upon termination, Contractor shall be compensated only for that Services which have been satisfactorily rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by Contractor in connection with the performance of the Services. Contractor shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.
- 5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If Contractor is in breach (whether or not such breach is caused by Contractor or Contractor's officials, officers, employees, agents, contractors, subcontractors or subconsultants, City may, in its sole and absolute discretion (and without obligation), terminate this Agreement upon the issuance of five (5) calendar days prior written notice of termination on the grounds of breach (a "Breach-Termination Notice"). City's ability to terminate this Agreement as provided in this Section, shall be in addition to any other remedies City may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.  
MISCELLANEOUS PROVISIONS

- 6.1 CONFIDENTIALITY: Contractor and Contractor's agents, subcontractors and employees in the course of their duties may have access to information and data concerning sensitive City infrastructure and other information of a confidential nature. Contractor covenants that all data, documents, discussions, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written authorization of the City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenants under this Section shall survive the termination of this Agreement.
- 6.2 OWNERSHIP OF DOCUMENTS; PUBLIC RECORDS ACT DISCLOSURE:
- A. All reports, documents, information, findings and data including but not limited to, digitally or electronically stored computer data, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. Contractor shall deliver to City any reports, documents, information, findings and data, in any form, including but not limited to, digitally or electronically stored files, tapes, discs, data, audio tapes or any other Services-related items as requested by City at no additional cost.
  - B. Contractor is advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, digitally or electronically stored files, tapes or discs, furnished or prepared by Contractor, or any of Contractor's subcontractors or subconsultants, pursuant to this Agreement and provided to City may be subject to public disclosures as required by the California Public Records Act (California Government Code Section 6250 et seq.)(the "Public Records Act"). All proprietary and other information received from Contractor by City, whether



received in connection with Contractor's initial proposal to City or in connection with any work or services performed by Contractor under this Agreement, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act (Government Code Section 6250 et seq.); provided, however, that, if any information is set apart and clearly marked "trade secret" or "proprietary" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. The Contractor shall have sole responsibility for defense of the actual "trade secret" or "proprietary" designation of such information. The Parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of this subsection, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" or "proprietary" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

- 6.3 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

Envirogen Technologies, Inc.  
2627 Chestnut Ridge Road, Suite 260  
Kingwood, TX 77339  
Tel: 877.312.8950  
Fax: 909.980.4732

**CITY:**

City of San Fernando  
Public Works Department  
San Fernando City Hall  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Public Works Water  
Superintendent  
Phone: 818-898-1222  
Fax: 818-361-6728  
E-mail: [publicworks@sfcity.org](mailto:publicworks@sfcity.org)

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.4 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

- 6.5 SUBCONTRACTING: Contractor shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without the prior written approval of City. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.6 CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS: City reserves the right to employ other contractors in connection with the various projects worked upon by Contractor.
- 6.7 PROHIBITED INTERESTS: Contractor warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.9 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.10 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.11 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.12 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.13 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in



favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.


- 6.14 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.15 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.16 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.17 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto (including the Scope of Services), the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.
- 6.18 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Contractor prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.19 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Contractor, one counterpart shall be delivered to the City Clerk for the City of San Fernando and one counterpart shall be delivered to the City. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF SAN FERNANDO, a municipal corporation:**

By: 

Name: Nick Kinsell

Title: City Manager

Date: 8/7/18

**ENVIROGEN TECHNOLOGIES, INC.**

By: 

Name: Ronald T. Riley

Title: President

Date: 7/30/19

**APPROVED AS TO FORM:**

By: 

Richard Padilla  
Asst. City Attorney

Date: 8-5-19

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**SCOPE OF WORK**

Envirogen will continue O&M responsibilities for the San Fernando Well No.7 water treatment system in accordance with the service provisions in the existing contract. The scope of work to be provided will consist of the following:

1. Provide required routine and preventative maintenance and repairs of the treatment System. Scope includes onsite visits by service technician up to six (6) times per month.
2. Recommend consumables required for the proper operation of the treatment unit to treat the raw water.
3. Provide necessary calibration of all Envirogen provided instruments and analyzers.
4. Respond to maintenance and consult on operation issues, (24) hours per day, (7) days a week within the following response time breakdown
  - a. Phone Call Response Time: 4 hours
  - b. Non Critical Service Call Response Time: 24 hours
  - c. Critical Service Call Response Time: 12 hours
  - d. Unit Repair Request Call Response time: 36 hours
  - e. Service visits outside of normal business hours will incur additional costs per rate sheet attached. Normal business hours as follows:
    - i. Monday to Friday 8:00 am to 5:00 pm.
5. Participate in meetings, correspondence and other interactions with regulatory agencies associated with the treatment unit as reasonably requested by the City
6. Provide recommendations to the City to maintain efficient operation of the treatment equipment.
7. Remotely monitor the Treatment System via email updates and automated, phone-based communication.
8. Supply appropriately qualified and certified personnel who will assist in operating the treatment system as required by applicable law and in accordance with the Governmental Approval and manuals and instructions provided by Envirogen as part of the equipment sale.
9. Envirogen's operations team will maintain a log book and O&M reading sheets at the treatment system that summarizes all O&M activities.

**2021**  
**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT**  
**(Envirogen Technologies, Inc. – Maintenance Services for San Fernando Well No. 7)**

THIS 2021 FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Contract Services Agreement – Envirogen Technologies, Inc. – Maintenance Services for San Fernando Well No. 7" originally executed 15<sup>th</sup> day of July, 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation (hereinafter, "CONTRACTOR" is made and entered into this 5<sup>th</sup> day of April, 2021 ("Effective Date"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably as appropriate.

**RECITALS**

WHEREAS, the Parties executed and entered into an employment agreement dated July 15, 2019 and entitled "Contractor Services Agreement – Envirogen Technologies, Inc. – Maintenance Services for San Fernando Well No. 7", Contract No. 1920 (hereinafter, the "Master Agreement"); and

WHEREAS, the Parties now wish to modify the Master Agreement further for purposes of modifying the Master Agreement's compensation terms; and

WHEREAS, execution of this First Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of April 5, 2021.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-to-Exceed Sum as defined under Section 1.3 of the Master Agreement is hereby amended to mean and refer to the sum of the CONTRACTOR's total aggregate compensation in any single contract year as ONE HUNDRED and TWENTY THOUSAND Dollars (\$120,000.00).

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 3. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this First Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing above.

CITY:

City of San Fernando

DocuSigned by:  
By: Nick Kimball  
1041FC9C27C7499...  
Nick Kimball  
City Manager

Date: 04/06/2021 | 6:51 PM EDT

APPROVED AS TO FORM

DocuSigned by:  
By: Richard Padilla  
9E0768304A9F4FC...  
Richard Padilla  
Assistant City Attorney

Date: 04/06/2021 | 3:26 PM PDT

CONSULTANT

Envirogen Technologies, Inc.

DocuSigned by:  
By: Ryan Sullivan  
ACAD4F3801CC4D2...  
Name: Ryan Sullivan

Title: VP Service and O&M

Date: 04/07/2021 | 5:02 AM PDT

| DATE      |
|-----------|
| 8/26/2021 |

|           |
|-----------|
| PO NUMBER |
| 12503     |

**VENDOR:** 890401  
ENVIROGEN TECHNOLOGIES INC  
DEPT 32  
P.O. BOX 4346  
HUSTON, TX 77210-4346

**SHIP TO:** FINANCE DEPARTMENT  
CITY OF SAN FERNANDO  
117 MACNEIL  
SAN FERNANDO, CA 91340

FOB Point:  
Terms: AP Net 30 days

**Req. Del. Date:**

Req. No.: PW-00444  
Dept.: PUBLIC WORKS DEPARTMENT

Contact: BAUMGARDNER, MATT  
Confirming? No

**Special Inst:**

[illegible]

|                 |              |
|-----------------|--------------|
| <b>SUBTOTAL</b> | 1,500,000.00 |
| <b>TAX</b>      | 152,110.00   |
| <b>FREIGHT</b>  | 0.00         |
| <b>TOTAL</b>    | 1,652,110.00 |

**BILL TO:** CITY OF SAN FERNANDO  
FINANCE DEPARTMENT  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340

**Transportation Charges Must be Prepared on All Purchase Where F.O.B. Point is Other Than San Fernando, CA Unless Specifically Otherwise Authorized.**

AUTHORIZED SIGNATURE

PURCHASING AGENT (FINANCE)

**IMPORTANT: OUR PURCHASE ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE**

This order is given upon the representation and guaranty of the manufacturer or seller that no breach of any State or Federal Law or Regulation has occurred in connection with the manufacturing, processing, branding labeling or transportation of the merchandise herein mentioned. If such breach occurs or is charged by any legally constituted State or Federal authority, the buyer shall be entitled to rescind the order and return the unused merchandise and shall also be held by the manufacturer or seller against any penalty incurred and/or cost of defense of any proceeding designed to penalize the buyer therefore.





A Lifecycle Performance Company

## SAN FERNANDO PACKAGED WELL 3 NITRATE TREATMENT SYSTEM CITY OF SAN FERNANDO PROPOSAL



6/30/2021

Envirogen Proposal # 24166

877-312-8950  
2627 Chestnut Ridge Rd, Suite 260, Kingwood, TX 77339  
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[www.envirogen.com](http://www.envirogen.com)

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**1.0 PROJECT SUMMARY AND APPROACH****1.1 INTRODUCTION**

Envirogen Technologies, Inc. (Envirogen) has prepared this proposal for the design and supply of a SimPACK™ package Ion Exchange system for the City of San Fernando (City), California Well 3. This proposal was prepared based on the request from the City for an additional system to complement the existing Envirogen SimPACK™ system used for treatment of the City's Well 7A groundwater. In addition, this proposal also describes and incorporates a controls package upgrade for the existing Well 7A SimPACK™ unit.

**1.2 PROPOSED APPROACH AND NEEDS**

Feed water quality data from 2018 for Well 3 was provided by the City of San Fernando staff on June 16, 2021 in a document entitled "714946-1910143 - San Fernando-City, Water Dept. -2018 Gen Min., Gen Phy. & In-Org. (LR)." Currently, the City has one existing SimPACK treatment system at Well 7A. In the future, the City intends to blend the combined water sources from Well 3 and Well 7A, treating the combined nitrate concentration using the two SimPACK systems (existing and new). The ratio of water flow from each well is still being determined, but Well 3 has higher concentrations of nitrate (and many of the other water chemistry parameters) compared to Well 7A. Hence, Envirogen has designed the Well 3 treatment system assuming these higher Well 3 water quality parameters will require treatment (as provided in Tables 1a and 1b).

| Table 1a – Influent and Target Effluent Concentrations |       |                |                 |
|--|-------|----------------|-----------------|
| Analyte  | Units | Influent Range | Effluent Target |
| Flow Rate  | gpm   | 1,100          | 1,100           |
| Nitrate (as N)   | mg/L  | ≤14            | ≤ 8             |

| Table 1b - Influent Water Modeling Assumptions |       |                |
|--|-------|----------------|
| Analyte  | Units | Influent Range |
| Sulfate  | mg/L  | ≤71            |
| Chloride                                       | mg/L  | ≤46            |
| Bicarbonate (asHCO <sub>3</sub> )              | mg/L  | ≤260           |
| Chrome (as Cr VI)                              | µg/L  | ≤3.0           |
| Arsenic (Total)                                | µg/L  | ≤2.0           |
| TDS  | mg/L  | ≤470           |
| Hardness (as CaCO <sub>3</sub> )               | mg/L  | ≤330           |
| pH   | SU    | 6.7 -7.1       |
| Iron   | µg/L  | ≤880           |
| Manganese                                      | µg/L  | ≤6.7           |

Note: Chrome (as Cr VI) was shown to be ≤3.0 µg/L in 2018. A Well 3 sample should be retested in 2021.

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## 2.0 TECHNICAL OVERVIEW

### 2.1 PACKAGED ION EXCHANGE SYSTEM

Envirogen's SimPACK ion exchange system allows for continuous on demand treatment with the use of regenerable ion exchange resins. Our automated system controls the flow of water for treatment, as well as regeneration and rinse cycles for exhausted bed vessels, to maintain a set number of beds for treatment of the target contaminant.

The major components of the system include:

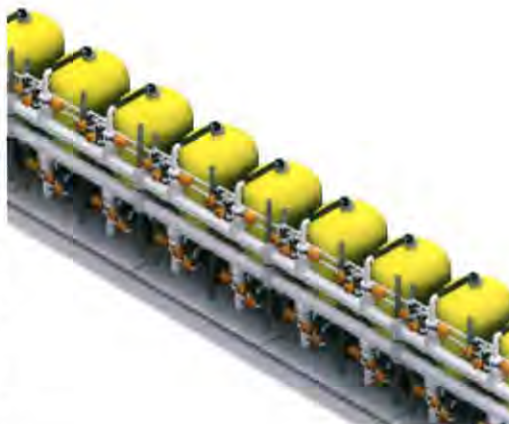
- pre-filtration,
- ion exchange (IX) treatment vessels inside an engineered, equipment shelter container,
- regeneration system all controlled and monitored by a programmable logic controller (PLC) utilizing Envirogen SimPACK control logic.

The process begins with raw water, sent from the City's well field, to the pre-filtration unit where suspended solids greater than 5 microns are removed using standard bag-type filters. The prefiltration unit removes a large amount of Total Suspended Solids (TSS) and eliminates the need to backwash the IX vessels.

After being filtered, the water is then sent to Envirogen's SimPACK IX system where the nitrate is removed using proven IX technology. Envirogen uses a multi-bed design operated in a staggered mode process. The staggered bed is Envirogen's N+3 method which means that all but three of the vessels are online while two vessels are being regenerated and one vessel is in standby. This design provides the system treatment redundancy that is required by the California Water Resources Board (CWRB)-Division of Drinking Water, while producing a consistent effluent water quality that meets the target water quality requirements. Nitrate levels are monitored using an online nitrate analyzer that can measure alternately between the influent and effluent sample points.

Nitrates are exchanged for chlorides on the IX resin. Once a vessel is exhausted and removed from service, regeneration of the SimPACK system is controlled by the SimPACK PLC controller that regulates the flow of the regenerate, a sodium chloride (brine) solution, and rinse water into IX vessel(s). The concentrated (26%) brine is injected into the bottom of the IX vessel using a brine pump. Dilution water is injected into the IX vessel to reduce the brine concentration to approximately 12%. The brine is applied in counter-current process and is cascaded across two vessels to use the chloride ions most effectively in the solution.

Once the regeneration process is complete, the vessels are rinsed using the treated effluent



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water in a cascading arrangement to minimize waste. The rinse water is partially recovered and used as make-up water for the brine tank. The remaining rinse water, along with the brine waste, is sent to the waste equalization tank. All steps in the regeneration process are designed to minimize waste generation. The actual daily volume of waste will be determined based on the final process set points and treatment system utilization.

The SimPACK system is controlled and monitored using a PLC controller accessed via a human machine interface (HMI) panel located inside the system container. The PLC monitors all key performance criteria, including nitrate levels, and provides all system notifications and alarms. In the event of a process issue or equipment failure, the PLC triggers an alarm, which can trigger a well(s) shutdown, ensuring that water quality is always maintained. The PLC is also capable of being remotely monitored and can be tied into the customer's SCADA system if desired. This system allows for minimal operator interaction for general operational conditions.



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**3.0 DESIGN, SCOPE AND MANAGEMENT**

Envirogen's proposed scope of supply is outlined below.

**3.1 ION EXCHANGE SYSTEM EQUIPMENT**

Envirogen will design, manufacture, and supply a packaged Ion Exchange system with support equipment for the treatment of well water as noted in Table 1a above. Table 2 below summarizes the major equipment included in Envirogen's proposed scope of supply.

| Table 2 - Major Equipment List   |     |                        |
|--|-----|------------------------|
| Description of Item  | Qty | Description (or equal) |
| Pre-Filter Skid Assembly<br>Flange Common Inlet/Outlet Manifold, 304 Stainless Steel<br>Ten (10)- #2 bag filter housing, each with<br>304 Stainless Steel Construction<br>Swing Bolt Quick Release Covers with Vent port<br>Isolation and Drain Valves<br>Epoxy Coated Steel Skid Frame  | 1   | Rosedale or Equal      |
| SimPACK Ion Exchange System<br>8'-0" x 53'-0" Modified shipping container as Equipment Shelter<br>10- Ø48" X 72" FRP IX vessels<br>Motor operated Flow Valve for Flow, Regen and Rinse Control<br>Internal Piping & Manifolds – Sch80 PVC<br>600 ft <sup>3</sup> of Strong Base Gel Anion Resin (Certified NSF-61)<br>Main System PLC based Control Panel.<br>NEMA 4 Wall Mount Enclosure<br>10" Color Touch Screen HMI<br>Uninterruptable Power Supply for PLC, HMI and Comms<br>Ethernet connection for plant integration<br>Nitrate Sensor and Analyzer<br>Miscellaneous, Instruments and transmitters for process measurement and control.<br>Brine pump and filter assembly | 1   | Envirogen              |

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| Table 2 - Major Equipment List  |     |                        |
|---|-----|------------------------|
| Description of Item   | Qty | Description (or equal) |
| Briner Maker Tank Assembly, 42 Ton<br>Nominal 9,100 gallon<br>12' 0" ø x 12'-11" Rotational Molded HDXLPE Tank, SG 1.35<br>Natural Translucent Color<br>Salt Fill Tube with Floor Stand, 304 Stainless Steel<br>Tank Vent with Dust Bag Filter and Stand<br>Seismic restraint assembly<br>Miscellaneous process level control/ transmitters   | 1   | Envirogen              |
| SimPACK Control System Upgrade for Existing Well 7A unit<br>This upgrade includes:<br>One (1) Replacement Main Control Panel PLC with HMI<br>Wall Mountable NEMA 4 Enclosure<br>Allen Bradley Based PLC Control System<br>Allen Bradley Touch Screen HMI<br>Eight (8) Bed Control Panel Upgrades<br>Wall Mountable NEMA 4 Enclosures<br>Remote I/O Modules with Ethernet Connections<br>Terminal Strips for Valve Wiring Connections. | 1   | Envirogen              |
| <b><u>OPTION 1</u></b><br>600 ft <sup>3</sup> of Nitrate Selective Resin (Certified NSF-61)   | 1   | Envirogen              |

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### 3.2 PROJECT ENGINEERING DELIVERABLES

The engineering deliverables for the system will include the following documents:

- General Arrangement Drawings
- Detailed Process Specification
- Process Flow Diagrams
- Piping and Instrumentation Diagrams
- Utility Requirements
- General Process Piping Layouts
- Schematic Wiring Diagrams
- Project Schedule

### 3.3 OVERSIGHT OF SUBCONTRACTED SERVICES

Envirogen will have oversight of various subcontracted services. Responsibilities will be to ensure the quality of the work and that the required schedules are maintained. The following subcontracted services will be managed:

- Pre-manufacturing of components
- Skid assembly
- Equipment inspections (prior to delivery)

### 3.4 OPERATING AND MAINTENANCE MANUAL

Equipment manuals as well as data and specifications will be compiled into binders. One electronic copy of the final O&M Manual will be delivered in final form no later than 120 working days after process startup. The O&M Manuals will include the following sections:

- Table of Contents
- Operating and Maintenance instructions
- Copies of Equipment Layout Drawings with record comments
- Detailed process description
- Copy of the "Bill of Material"
- Copies of component equipment O&M manuals supplied by the manufacturer.
- Recommended Operator Log Sheet

### 3.5 EQUIPMENT NOTES & CLARIFICATION

- The proposed unit is a modern-day equivalent of the existing SimPACK treating Well 7A water. Although the physical configuration of the unit is different, the unit will have the same general process and functionality as the existing unit.
- All material in contact with the water shall be food grade or NSF 61 compliant.
- All commodity items (valves, motor driven equipment, instruments, equipment skids, etc.) will be manufacturer's standard or as stated in catalog cuts.
- All motors will be TEFC.



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- All items located inside the SimPACK Equipment Shelter will be piped and wired together for ease of installation at site. Connections to external wiring or piping shall be done by installing contractors.
- The Supplied Uninterruptable Power Supply (UPS) is design to provide power to just the PLC, HMI and network communication. It does not supply power to outputs external instruments or valves.
- The Pad for the installation of the SimPACK unit should be flat and level. Shimming of the container may be required to ensure the container frame sits proper and square.
- The Control System Upgrade only includes the supply of the control panels. Removal of the existing main panel and bed control panels, as well as the installation and wiring to the existing unit shall be by the installing contractor. Envirogen will provide site supervision for this activity, with one person on site for up to ten (10) man-days.
- Motor selection will be by the equipment manufacturer based on the performance requirements of the equipment. For pumps, motors will be sized for end of curve horsepower rating.
- PLC, HMI and I/O modules will be Allen Bradley. Ethernet communication will be AB TCP/IP protocol.

### 3.6 FIELD AND TECHNICAL SERVICES

This proposal includes the following for Technical Support for assistance during installation, review of installation, and start-up. All services to be provided during normal business hours Monday thru Friday between 7am and 3pm.

Envirogen has included time for One (1) Technician for up to two (2) trips for five (5) days each for a total of ten (10) days onsite. We estimate the trips to involve the activities:

- Mechanical installation check-out
- Supervision of initial loading of media (by others)
- Start-up support assistance
- Operator training, 1 session 4 hours

Any additional services or time, if requested by the Owner or contractor, shall be invoiced based on Envirogen's published or prevailing rates. Expenses associated with any additional Envirogen labor including travel, will be invoiced at Cost plus 15%.

### 3.7 CLIENT-FURNISHED ITEMS

- Coordination of information that may impact Envirogen's ability to fulfill its obligations as set forth in this Proposal and attachments hereto.
- All required permits including construction and environmental permits.
- Space for storage and on-site equipment staging.
- Site security fencing, lighting, safety, and fire prevention equipment (eyewash, showers, fire extinguishers, etc.).
- Design and Construction of a concrete foundation for the supplied equipment
- Offloading of all equipment upon arrival at the site.
- Installation of the Envirogen supplied system including interconnecting piping and electrical, as well as loading of media.
- Designated area for equipment installation.
- Site piping to and from the individual system equipment limits.
- Supply and hook-up of electrical power feed, 3 phase 460 volt and single phase 120-volt systems.
- Provide influent feed water flow meter to each IX treatment unit.
- Provide for wiring of customer-supplied influent water flow meter to provide a signal to each IX treatment unit.
- Initial disinfection and associated testing prior after installation.
- Salt / Brine supply for start-up and post start-up operations.
- Provide information and definition of site hazardous area classification.
- Piping insulation or freeze protection (if required).
- Connection and integration to Plant SCADA or RTU system.
- Performance Testing equipment rental and analytical services.
- Provide for Contractor to perform system hydro test and any necessary repairs, to perform disinfection and obtain necessary permitting of system prior to performance testing, and labor required to correct deficiencies in the installation of the equipment during acceptance and performance testing.
- Provide flow-to-waste capability and disposal of water, chemical and other waste produced during start-up, testing and demonstration of the treatment system.
- Provide all necessary well pump controls for staging, sequencing, blending controls and interface with SimPACK unit.
- Provide necessary piping, valves and equipment to limit feed pressure to less than 150 psi and to protect the SimPACK unit from damage as the result of over-pressurization, surge and water hammer.
- Provide necessary equipment to maintain a minimum of 35 psi backpressure on the discharge side of the SimPACK unit.
- Characterize waste profile of generated brine.
- Prepare and submit CWRB-DoD permit package.
- For the Well 7A Control Package Upgrade Scope, removal and disposal of existing Control panels from Well 7A unit.



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**4.0 PRICING****4.1 ION EXCHANGE SYSTEM EQUIPMENT**

The pricing for the Scope of Work and Equipment in Section 3 is:

|   |                |
|---|----------------|
| Ion Exchange System Well 3 and SimPACK Control Upgrade for Well 7A..... | \$1,408,000.00 |
| Option 1 (Adder)- Supply of Nitrate Selective Resin .....               | \$76,000.00    |

**4.2 TERMS & CONDITIONS**

- This proposal is valid for 30 days.
- Payments are NET 30 from invoice issuance.
- Except as otherwise noted herein, this price(s) stated does not include any sales, use, excise or similar taxes, fees, permit costs, etc.
- Pricing provided includes delivery as DAP (INCO 2013) job site.
- Envirogen Standard Terms and Conditions shall apply (See Appendix A).
- This Proposal/Offer and its appendices must be attached to or incorporated by reference in any purchase/change order
- Payment Milestones shall be as shown in Table 3.
- Refer to Section 4.3 for escalation clause requirements.

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| Table 3 – Payment Milestones |  |                           |
|------------------------------|--|---------------------------|
| Milestone #                  | Event  | Percent of Contract Value |
| 1                            | <b>Upon Submittal of the Project-Specific Drawings</b><br>Submittals will occur in stages and will be invoiced as <ol style="list-style-type: none"> <li>1) Process Submittal – 10%</li> <li>2) Mechanical Submittal – 10%</li> <li>3) Electrical Submittal – 10%</li> </ol> <i>One invoice will be submitted as each submittal occurs.</i>    | 30%                       |
| 2                            | <b>Upon the Issuance of Major Equipment Purchase Orders</b><br>This milestone shall be invoice upon presentation of unpriced copies of Envirogen's Purchase orders for major Component (Container, Vessels, Controls Panels and Resin) to be supplied.<br><i>One invoice will be issued for this milestone.</i>                                | 35%                       |
| 3                            | <b>Upon the Notification to Ship Equipment</b><br>This milestone shall be invoiced Upon the earlier of (i) Shipment of the Equipment or (ii) 30 calendar days following the date buyer is notified the equipment is ready to ship.<br><i>This invoice may be prorated based on the equipment shipped or available to ship.</i>                 | 30%                       |
| 4                            | <b>Upon Commissioning of System</b><br>This milestone shall be invoiced upon the earlier of (i) successful commissioning/start-up of the system, or (ii) 60 calendar days following the installation of the equipment or (iii) 120 calendar days following the date that Envirogen provides notice that the major equipment was ready to ship. | 5%                        |

#### 4.3 ESCALATION CONCERNS & CLAUSE

Due to the current market volatility, at any time before client release for fabrication, the price of materials significantly increases, through no fault of Envirogen, the price (for the Ion Exchange System) shall be equitably adjusted by an amount reasonable and necessary to cover such increase. As used herein, a significant price increase shall mean any increase in price equal to or exceeding 3% experienced by Envirogen from the date of this proposal.

Escalation of Envirogen's price shall apply in the event of an increase in prices of metals, metal products, PVC products and Fiberglass Reinforced products as measured by the following indices:



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1. **Index:** PPI Commodity data for Metals and metal products-Hot rolled steel bars, plates, and structural shapes, not seasonally adjusted.

**Issuer:** Bureau of Labor Statistics / United States Department of Labor.

**Series ID:** WPU101704

<http://data.bls.gov/timeseries/wpu101704>

2. **Index:** PPI Commodity data for Plastics Material and Resins Manufacturing, not seasonally adjusted.

**Issuer:** Bureau of Labor Statistics / United States Department of Labor.

**Series ID:** PCU

<https://data.bls.gov/timeseries/PCU325211325211>

Envirogen's price shall be adjusted upward, if there is an increase in price equal to or exceeding 3% and the increase shall be measured using the formula and indices from the base date of this proposal. The increase shall be calculated as:

$$[\text{PO value} * .85 * ((16\% * \text{Metals Index}_{\text{PO}} / \text{Metals Index}_{\text{Prop}}) + (40\% * \text{Plastics Index}_{\text{PO}} / \text{Plastics Index}_{\text{Prop}}))] - (\text{PO value} * .85)$$

Where:

- 16% is the percentage of the total proposed value represented by the affected metal products.
- Metals Index<sub>PO</sub> is the Metals index value for the month of release of purchase orders to suppliers.
- Metals Index<sub>Prop</sub> is the Metals index value for the month of this proposal.
- 40% is the percentage of the total proposed value represented by the affected plastic products.
- Plastics Index<sub>PO</sub> is the Plastics index value for the month of release of purchase orders to suppliers.
- Plastics Index<sub>Prop</sub> is the Plastics index value for the month of this proposal.

No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless Envirogen's failure to deliver or perform according to the delivery schedule results from causes beyond Envirogen's control and without its fault or negligence, within the meaning of the Default clause.

The aggregate of the increases to the contract price made under this clause shall not exceed 10 percent of the original price.

**5.0 SCHEDULE**

Envirogen will engineer and submit required drawings as shown in Table 4 below.

| Table 4- Estimated Schedule          |                                      |
|--------------------------------------|--------------------------------------|
| Task Milestone                       | Estimated Dates                      |
| Submittal of Engineering Drawing     | 12 weeks After Receipt of Order      |
| Client Review Period                 | 2 Weeks (10 days) After Submittal    |
| Notice of "Ready" to Ship            | 24-28 Weeks after Submittal Approval |
| Completion of Site Testing / Startup | 1 Week                               |

While drawings are issued for approval, they are intended for informational purposes only.

All drawings will remain the property of Envirogen and may not be used by others for fabrication.

Submittal documentation shall be provided electronically in PDF including the operations and maintenance documentation.

Any request by Client to either accelerate or delay a deliverable date described above for any reason other than an event of force majeure, shall require a mutually acceptable change order pursuant to Section 12.5 of Envirogen's General Conditions attached as Appendix A. Such change order shall include the new schedule of deliverable due date(s) and any price adjustment occasioned by the change in schedule.

# APPENDIX A

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GENERAL CONDITIONS FOR THE SALE OF PRODUCTS AND SERVICES

BY ENVIROGEN TECHNOLOGIES, INC. (ETIGC #180131)



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GENERAL CONDITIONS FOR THE SALE  
OF PRODUCTS AND SERVICES BY ENVIROGEN TECHNOLOGIES, INC.

ETIGC #180131

**The following General Conditions are and shall be an integral part of any Order to which these terms and conditions are attached and/or referenced. In no event shall any term or condition attached to or made part of any purchase order or other contract document issued by Purchaser, or any shipping document or other document associated with the services or Products described in the Order to which these General Conditions apply have any controlling effect whatsoever unless specifically adopted in writing by an authorized representative of both Envirogen Technologies, Inc. ("Envirogen") and Purchaser.**

1. Definitions. Throughout these General Conditions or any Order or other document to which they apply, the following words and phrases, when printed with the initial letter capitalized (unless shown below without capitalization), shall have the meanings ascribed to them below, unless the context requires otherwise:

"Cost" shall mean all expenses incurred by Envirogen for materials, supplies, energy, regulatory permitting, labor, outside contractors and professionals, transportation, supervision, excise, sales and similar taxes. For all purchases of materials, supplies and services, "Costs" shall include an additional ten percent (10%) of the direct expense to reimburse Envirogen for purchasing and accounting activities. Labor charges for Envirogen's personnel will be at rates shown in any Order or attachment, exhibit or schedule incorporated therein. In the absence of any such specification of rate(s), labor charges for Envirogen's personnel will be at the individual's hourly wage rate (or equivalent) plus forty percent (40%) for employee and group benefits and employee taxes.

"Purchaser" shall mean the person or entity purchasing Products or services from Envirogen.

"Day" or "day" shall mean a calendar day unless otherwise indicated.

"Party" or "Parties" shall mean either Envirogen or Purchaser or both.

"Products" shall mean products, equipment, parts, goods, media or materials meeting the description or specifications set forth in the Order.

"Order" shall mean any purchase order, work order, change order, letter agreement or similar contract document issued by Purchaser and accepted in writing by Envirogen or issued by Envirogen and accepted in writing by Purchaser which either references or attaches these General Conditions and/or all attachments, amendments or any ancillary documents to any such contract document.

"Owner" shall mean the ultimate end user of the Product or service where the end user if not the Purchaser. Normally this would occur where the Purchaser is a prime contractor and Envirogen is a subcontractor.

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In addition to the definitions set forth above, embedded within these General Conditions or any Order, there may be additional defined terms which are designated as such in a parenthetical and highlighted with quotation marks.

2. Cooperation of Purchaser. To assist Envirogen in providing Products and/or performing services, Purchaser shall (i) provide Envirogen with all relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with Envirogen when requested, (iii) permit Envirogen reasonable access to relevant Purchaser or Owner controlled sites, (iv) ensure reasonable cooperation of Purchaser's employees and the Owner, and (v) unless a longer period is provided for in the Order, return all drawings or other documents submitted by Envirogen to Purchaser for review, comment and/or approval within a commercially reasonable time following submission not to exceed ten (10) business days. Any failure to return documents within the time prescribed shall be considered a waiver by Purchaser of its right to review and approve or comment on the documents.

3. Price, Costs and Payments.

3.1 Unless otherwise stated therein, the price(s) and charges for Products and/or services specified in any Order are exclusive of any sales, use, value added, excise, gross receipts, business and occupation or similar present or future taxes imposed by any governmental entity on the sale, delivery, use or other handling of the Product or service or in connection with any transactions contemplated by the Order to which these General Conditions apply. If any such taxes are incurred by Envirogen, Purchaser shall reimburse Envirogen the amount of such taxes.

3.2 Whenever rates or prices in any Order include transportation or when transportation is charged separately by Envirogen, such rates, prices or charges shall be exclusive of (i) material increases in the cost of transportation occasioned by significant increases in the costs of fuel or weather, road or access conditions which could not have been reasonably anticipated in advances of pricing the cost of transportation or (ii) any extraordinary or excess demurrage charges incurred by Envirogen from third party carriers which arise from delays or demurrage at the delivery point. Demurrage will be charged to Purchaser except to the extent such demurrage primarily results from the negligence or other fault on the part of Envirogen or its carrier.

3.3 Unless otherwise specifically indicated in the Order, all prices (or other values) in the Order are stated in U.S. dollars and all payments are to be made in U.S. dollars.

3.4 Invoices may be provided to Purchaser, at the option of Envirogen, by mail, delivery service, electronic mail or fax and payments by Purchaser shall, at the election of Envirogen, be made by mail, overnight delivery service or electronic funds transfer. Purchaser shall provide Envirogen with contact information for delivery of invoices. Invoices shall be due and payable within thirty (30) days of receipt by Purchaser of the invoice. TIME IS OF THE ESSENCE for payment of all fees and charges. Interest on delinquent payments shall accrue until paid at the greater rate of (i) twelve percent (12%) per annum or (ii) the prime interest rate as quoted by the Wall Street Journal plus 500 basis points (adjusted on the first day of each calendar quarter.) In the event that the interest rate described above exceeds the maximum interest rate chargeable under law for such transactions, such maximum legal rate shall apply.

3.5 Should any portion of an Envirogen invoice be disputed by Purchaser, Purchaser will pay the undisputed portion and within the payment period prescribed above shall provide Envirogen with written notice of the disputed portion of the invoice and the reasons for the dispute. In no event shall Purchaser withhold payment of any undisputed portion of a Envirogen invoice based on the set-off of a Purchaser claim against Envirogen or as a back-charge for monies claimed to be owed Purchaser by Envirogen. At the request of Purchaser, Envirogen shall provide Purchaser with a written partial release of statutory liens utilizing Envirogen's standard form which shall be conditioned on actual receipt of payment of a particular invoice.

3.6 Envirogen may, from time to time, establish such credit terms as it shall, in the sole judgment of Envirogen, deem

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reasonably necessary, including, but not limited to, credit limits.

3.7 In the event that Envirogen should incur Costs, including, but not limited to, attorney's fees and collection agency fees, to collect overdue invoices and accounts, Purchaser shall reimburse Envirogen for all such reasonable Costs whether or not litigation has been initiated to collect the overdue account.

3.8 When fees or charges are based in whole or in part on a reimbursement by Purchaser of Envirogen's actual costs, with or without a mark-up, such costs shall be determined at the time of invoicing whether or not the cost has already been paid by Envirogen or has, as of that time, accrued as an expense for purposes of accounting. Any future rebate or credit to Envirogen which may be associated either directly or indirectly with the cost or expense, shall not give rise to a similar rebate or credit from Envirogen to Purchaser.

4. Delivery and Risk of Loss.

4.1 Except as otherwise set forth in the Order, delivery of Product shall be DAP work/installation site (Incoterms 2010).

4.2 Except as otherwise set forth in the Order, Purchaser agrees to take delivery of Product upon notice from Envirogen that the Product is ready for delivery. If for any reason Purchaser is either unable or unwilling to accept delivery, Purchaser shall be responsible to pay or reimburse Envirogen for all additional Costs incurred for storage, insurance and/or transportation.

4.3 Title to and risk of loss with respect to Products shall pass from Envirogen to Purchaser at the time the Product is delivered to Purchaser. Product shall be deemed to be delivered when the Product has been loaded to Purchaser's carrier or if delivered by Envirogen to Purchaser's or Owner's work site, upon arrival at the work site. (See Section 4.1) Offloading from the Envirogen carrier is the responsibility of Purchaser. Damages to the Product incurred during offloading shall be the responsibility of Purchaser. To qualify for a credit, any shortage or damages (other than those incurred after delivery DAP) to the Product shall be reported in writing to Envirogen by Purchaser within five (5) business days of the date of delivery of the Product.

5. Force Majeure. If Envirogen is rendered unable to perform its obligations under the Order by an event beyond the reasonable control of Envirogen, Envirogen shall not be liable to Purchaser for failure or delay in such performance to the extent that the failure or delay is due to such force majeure event. Force majeure events shall include, but shall not be limited to, war (whether declared or undeclared), fire, flood, lightning, earthquake, hurricane, storm or any other act of God; strikes, lockouts or other labor difficulties; civil disturbances, riots, sabotage, accident not involving fault on the part of Envirogen or explosion; inability to secure necessary fuel, power, equipment, transportation or raw materials and/or any other reason beyond the reasonable control of Envirogen.

6. Warranties. The following warranties are in addition to any other warranties specifically set forth in the Order:

6.1 Products. Envirogen warrants to Purchaser that (i) Envirogen will have title to all Products delivered to Purchaser, free and clear of all liens, encumbrances and security interests, and (ii) that all Product will conform at the time of delivery to the written mechanical product description and/or specifications set forth or otherwise referenced in the Order. In the event of a failure by Envirogen to materially meet the terms of the warranty set forth in this Subsection 6.1, Envirogen, at its own expense, shall remove the defective, non-conforming product and replace it with a like quantity of conforming Product meeting the description or specifications.

6.2 Equipment, Parts and Goods. Except as otherwise provided for in the Order, Envirogen warrants as follows:

A. Equipment and systems which are the subject of the Order shall, when constructed, installed, used, maintained and operated in strict compliance with the plans, specifications and instructions of Envirogen, meet the performance criteria specifically set forth in the Order during the performance testing period described therein.

B. At the time of delivery, equipment and parts will be free from any and all material defects which would reasonably interfere with their use by Purchaser. In the event such defect is reported to Envirogen within twelve (12) months from date of installation of the equipment or part or within fourteen (14) months following delivery by Envirogen, whichever comes first, Envirogen will repair or replace the defective component without charge.

6.3 Services. Envirogen warrants as follows:

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City of San Fernando

- A. In providing services under the Order, Envirogen will comply with all federal, state and local laws.
- B. The services to be provided by Envirogen shall be performed utilizing the same generally accepted standards of due diligence, skill, reasonable care and safety ordinarily employed by service providers similarly situated in the same geographic region and at the same time.
- C. All Envirogen personnel engaged in providing the services pursuant to the Order (i) shall be appropriately supervised by qualified persons in Envirogen's employ, (ii) shall be appropriately skilled to perform the work to which they are assigned, and (iii) shall have met appropriate licensing and certification requirements of the state in which the service are to be provided.

6.4 Media and Resins. Unless otherwise set forth in the Order, Envirogen warrants that media supplied by Envirogen meets or exceeds Envirogen's specifications for the media and manufacturer's specifications for the media at the time of shipment.

6.5 Patents. Envirogen warrants that neither its Products nor its services shall infringe upon any patent(s) or copyright(s), or misappropriate or misuse trade secret(s) or other confidential information unless such Product or service is provided in compliance with Purchaser provided specifications. In the event of a default under this patent and intellectual property warranty, upon notice of the default by Purchaser, Envirogen shall obtain on behalf of Purchaser such releases, licenses or other appropriate authorizations as shall be necessary to prevent the infringement.

**6.6 ENVIROGEN MAKES NO WARRANTY, EXPRESSED OR IMPLIED, PURSUANT TO THESE GENERAL CONDITIONS, THE ORDER OR OTHERWISE OTHER THAN AS IS SPECIFICALLY SET FORTH IN THIS WARRANTIES PARAGRAPH AND THE ORDER AND NONE SHALL BE IMPLIED. THE WARRANTIES AND ANY REMEDIES SET FORTH IN THIS WARRANTIES PARAGRAPH AND/OR THE ORDER ARE EXCLUSIVE. THE WARRANTIES ARE GIVEN AND ACCEPTED BY PURCHASER IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY ENVIROGEN AND WAIVED BY PURCHASER. ANY REMEDIES PROVIDED FOR IN THIS WARRANTIES PARAGRAPH AND OR THE ORDER ARE IN LIEU OF ALL OTHER REMEDIES AT LAW OR IN EQUITY FOR BREACH OF A WARRANTY.**

6.7 Purchaser may assign Envirogen's warranty obligations to the Owner without the consent of Envirogen and shall provide Envirogen with written notice of such an assignment.

7. Indemnification.

7.1 Each Party hereby agrees to defend, indemnify and hold the other Party and their respective partners, affiliates and subsidiaries, and their respective directors, officers, partners, members, employees and agents (collectively "Indemnified Parties"), harmless from and against any and all claims, liabilities, suits, proceedings, judgments, orders, fines, penalties, damages, losses, Costs and expenses (including, without limitation, costs of defense, settlement and reasonable attorneys' fees and expenses) (all of the foregoing herein collectively called "Liabilities"), arising out of (i) the indemnifying Party's negligence or willful misconduct; and, (ii) failure of the indemnifying Party or any of its employees or agents to observe or comply with any of the indemnifying Party's duties or obligations under these General Conditions or the Order, including, without limiting the generality of the foregoing, any failure to observe or comply with any applicable laws, ordinances, codes, orders, rules or regulations; violation or breach of any provision in these General Conditions or the Order including, but not limited to, any warranty for which a remedy is not specified. The foregoing obligations of indemnity will include, but not be limited to, any and all Liabilities for or relating to (i) injury to or death of any person (including, without limitation, employees or agents of the Parties), (ii) damage to or loss or destruction of any property (including, without limitation, property of the Parties, or their respective employees or agents), and (iii) any spill, release or leak of any hazardous substance or waste or any contamination of, injury or damage to or adverse effect on the environment. The indemnifying Party shall be liable, however, only for that percentage of total Liabilities that corresponds to the indemnifying Party's percentage of total negligence or fault as compared to that of the indemnified Party.

7.2 Neither Party shall have any liability to the other Party for any indirect, incidental, aggravated, exemplary, punitive, or consequential damages incurred by the other Party, whether brought on an action for breach of contract,

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breach of warranty, tort, strict liability, or otherwise and irrespective of whether caused or allegedly caused by either Party's negligence or willful misconduct and none shall be awarded by any tribunal against a Party hereto in favor of a Party hereto; provided, however, that the limitations on liability contained in this Section 7.2 shall not apply to damages which are part of a third party claim for which a Party is claiming an indemnity obligation under this agreement from the other Party and the Party entitled to indemnity protection under this agreement is seeking an indemnity or other relief against the payment of such damages from the Party required to provide such indemnity or other relief. Anything in the Order or these General Conditions notwithstanding, any liability of Envirogen under the Order shall not exceed in the cumulative aggregate, the lesser of the total fee or charges invoiced under the Order or \$1,000,000.

8. Confidential Information.

8.1 Purchaser agrees that all information related to Envirogen's systems, services, Products, methods, procedures, techniques, and equipment ("Confidential Information") is and shall remain Envirogen's exclusive proprietary and confidential information, know-how and property. Purchaser agrees to use Confidential Information solely for the purposes set forth in the Order. Purchaser agrees to keep Confidential Information confidential in accordance with the provisions of Section 8.2, and Purchaser shall not disclose, use or exploit for its benefit or the benefit of any third party Confidential Information other than in furtherance of the purpose of the Order. Purchaser shall not reverse engineer, disassemble, chemically or biologically analyze or decompile any Product or other tangible objects which embody Envirogen's Confidential Information.

8.2 Disclosure of Confidential Information may be in tangible form, by electronic media, by visual display or inspection or it may be provided orally. Confidential Information need not be marked "confidential", "secret" or the like. Purchaser shall not use or disclose Confidential Information for any purpose other than as specified in the Order. Purchaser will use at least the same degree of care to avoid disclosure or unauthorized use of Confidential Information as Purchaser uses with respect to its own confidential information, but in no event less than a reasonable standard of care. Purchaser shall require in writing that the Owner agree to be contractually bound to Envirogen by the provisions of this Section 7.2. Envirogen may seek injunctive relief to enforce its rights under this Section without any requirement of proving irreparable injury. Confidential Information does not include the following: (a) information which prior to receipt by Purchaser was either generally available to the public or in Purchaser's possession free of any restrictions on its use or disclosure from a source other than Envirogen; or (b) information which after the receipt thereof by the Purchaser either becomes available to the public through no fault of Purchaser or is acquired by Purchaser from a third party who has the legal right to transfer the information to Purchaser; or (c) information required to be disclosed by Purchaser pursuant to law but only after reasonable notice of the requirement of disclosure is provided to Envirogen.

9. Termination for Convenience. If the Order provides that the Purchaser may terminate the Order for its convenience and without cause, such termination shall be accomplished by written notice from the Purchaser to Envirogen. Upon such a termination for convenience, Purchaser shall pay Envirogen (i) for all Products and services delivered prior to the date of termination, and (ii) any and all Costs incurred by Envirogen prior the date of Termination incurred by Envirogen in the engineering, design, production, acquisition, transportation or otherwise for any Product or service as yet undelivered plus a mark-up of 25% and (iii) all reasonable Costs associated with the demobilization of Envirogen following the termination.

10. Insurance. If the services and/or the delivery of the Products require Envirogen or its contractors or carriers to enter on to any property owned or occupied by Purchaser, then Envirogen shall procure and maintain the following insurance coverages:

| <u>Coverage</u>       | <u>Policy Limits</u> |
|-----------------------|----------------------|
| Workers' Compensation | Statutory            |

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| <u>Coverage</u>                | <u>Policy Limits</u>   |
|--------------------------------|--|
| Employer's Liability Insurance | \$1,000,000 per accident or disease  |
| Commercial General Liability   | \$1,000,000 per occurrence and including contractual liability; and \$1,000,000 in the aggregate           |
| Automobile Liability Policy    | \$1,000,000 per occurrence (including owned, non-owned, and hired vehicles) non-owned, and hired vehicles) |

All such policies shall name Purchaser and Owner as an additional insured as respects liability arising from work or operations performed by or on behalf of Envirogen (excluding the workers' compensation policy). Envirogen shall promptly furnish Purchaser with certificates of insurance evidencing the required insurance coverage.

11. Miscellaneous Provisions.

11.1 For all purposes of the Order, Envirogen is and shall remain an independent contractor. There are no intended third party beneficiaries to these General Conditions or the Order and nothing in this Contract will entitle any person other than Envirogen or Purchaser to any claim, cause of action, remedy or right of any kind under the Order.

11.2 Purchaser agrees that during the term of the Order and for a period of twelve (12) months thereafter, Purchaser will not, directly or indirectly, solicit, request or otherwise induce any Envirogen employee or personnel to terminate his or her employment with Envirogen if such employee has been materially engaged in providing Product or services to Purchaser under the Order. Nothing herein shall be construed to prohibit the hiring of Envirogen employees who have responded without any direct inducement by Purchaser to publically available employment advertisements by Purchaser.

11.3 Those provisions of these General Conditions or the Order which by their nature are intended to survive the termination, cancellation, completion or expiration of these general conditions or the Order to which they apply shall continue as valid and enforceable obligations of the Parties, notwithstanding any such termination, cancellation, completion or expiration. Such provisions include, but are not limited to, provisions concerning warranties, indemnifications and confidentiality.

11.4 The validity, interpretation and performance of these General Conditions shall be governed exclusively in accordance with and by the laws of the State of Texas, save and except those Texas laws governing choice of laws which would result in the choice of a law or laws of another jurisdiction.

11.5 In the event of any dispute between the parties arising under these General Conditions or the Order, the parties agree that (i) the civil courts in and for the County of Montgomery, State of Texas, shall have exclusive jurisdiction and venue to determine such dispute(s) and each party hereby waives any objection to such jurisdiction and venue in any such court and any claim that such forum is an inconvenient forum and (ii) the prevailing Party shall be awarded its costs of suit, including reasonable attorney's fees.

11.6 The Order and these General Conditions set forth the entire agreement of the Parties regarding the services and Products described in the Order and supersede all prior discussions and agreements of the Parties, whether written or verbal other than prior confidentiality or non-disclosure agreements between Purchaser and Envirogen. The Order and these General Conditions may not be modified, amended, rescinded, canceled or waived in whole or in part by amendment or change order, except by written instrument, signed by both Parties, which makes specific reference to the Order and which specifies that the Order or these General Conditions are being amended, modified or otherwise altered. All change orders shall make specific reference to the Order and shall be signed by both Parties. All change orders shall indicate any modifications or amendment to the pricing or delivery schedule resulting from the change in scope. Any request by Purchaser to either accelerate or delay a deliverable date described in the Order for any reason shall require a mutually acceptable change order pursuant to this Section. Such change order shall include the new schedule of deliverable due date(s) and any price adjustment occasioned by the change in schedule.

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11.7 Any waiver by either Party of any provision or condition of the Order or these General Conditions shall not be construed or deemed to be a waiver of any other provision or condition of the Order or these General Conditions, nor a waiver of any subsequent breach of the same provision or condition.

11.8 If any section, subsection, paragraph, clause or sentence of the Order or these General Conditions shall be adjudged illegal, invalid or unenforceable, such event shall not affect the legality, validity or enforceability of the remaining portions of the Order and these General Conditions as a whole or any portion thereof.

11.9 The covenants and agreements contained herein shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

11.10 The Order (or any amendment) may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Order when a duly authorized representative of each Party has signed a counterpart. Photographic, facsimiled and scanned copies of such executed counterparts may be used in lieu of the originals for any purpose.

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**ADDENDUM TO SAN FERNANDO PURCHASE ORDER 12503**  
**(Parties: Envirogen Technologies, Inc. and the City of San Fernando)**

THIS ADDENDUM ("Addendum") to San Fernando Purchase Order No. 12503 (the "PO") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and ENVIROGEN TECHNOLOGIES, INC. (hereinafter, "VENDOR") is made and entered into this 1<sup>st</sup> day of November 2021 ("Effective Date"). For purposes of this Addendum, the capitalized term "Parties" shall be a collective reference to both CITY and VENDOR. The capitalized term "Party" may refer to either CITY or VENDOR interchangeably as appropriate.

**RECITALS**

WHEREAS, at its meeting of August 16, 2021, the City Council of the City of San Fernando ("City Council") approved by way of the PO that certain proposal of VENDOR dated June 30, 2021 and entitled "San Fernando Packaged Well 3 Nitrate Treatment System and Well 7A Controls Upgrade, Envirogen Proposal #24166" (the "Proposal"); and

WHEREAS, the City Council's approval of the Proposal was subject to certain proposed terms, modifications and exceptions set forth in the Proposal; and

WHEREAS, the Parties wish to memorialize the terms, modifications and exceptions set forth in the Proposal by way of this Addendum to the PO; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**SECTION 1. The Parties further agree as follows:**

- A. Sections 16 and 17 of the PO are repealed and shall be of no force or effect and shall be superseded and replaced by the text of Section 7.1 and 7.2 of Appendix A of the Proposal. The foregoing notwithstanding, the last sentence of Section 7.2 of Appendix A of the Proposal commencing with the words "Anything in the Order..." is amended in its entirety to state: "Anything in the Order or these General Conditions notwithstanding, any liability of Envirogen under the Order shall not exceed in the cumulative aggregate sum of \$1,500,000."
- B. Work performed by the following subcontractors and/or subconsultants of Vendor in the furtherance of Vendor's performance under the Agreement shall not constitute an assignment within the meaning of Section 14 (Assignment of Contract) of the PO.
- C. Section 7 (Invoices) of the PO notwithstanding, the Parties agree that invoices may be submitted by Vendor to City via electronic mail delivered to the following electronic mail address or such other address as the City may redesignate from time to time: PublicWorks@sfcity.org. The words "no later than the 5th day after shipment is made" are amended to "no later than the 30th day after shipment is made."
- D. The text of Section 5 Force Majeure of Appendix A of the Proposal is hereby incorporated by this reference into the agreement.

- E. Section 12 (Warranty) of the PO is repealed and shall be of no force or effect and shall be superseded and replaced by the text of Section 6 (Warranties) of Appendix A of the Proposal.
- F. In addition to the equipment, tasks and services contemplated under the PO and the Proposal, the Parties agree that Vendor shall also provide those supplemental services and tasks set forth in Exhibit "A" to this Addendum (hereinafter, the "Supplemental Services"). In consideration for Vendor's performance of the Supplemental Services, City shall pay Vendor a sum of One Million, Six Hundred-Fifty Two Thousand, One Hundred and Ten Dollars (\$1,652,110) payable per the schedule outlined in the Proposal.

SECTION 2. In the event of any conflict or inconsistency between the provisions of this Addendum and the provisions of the PO or the Proposal, the provisions of this Addendum shall govern and control, but only in so far as such provisions conflict with the PO and the Proposal and no further.

SECTION 3. The PO and the Proposal as modified by way of this Addendum, constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters address in those documents and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Vendor prior to the execution of this Addendum. The capitalized term "Agreement" as used herein shall refer to the PO, the Proposal and this Addendum, collectively. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Agreement shall be valid and binding unless in writing and duly executed by the Parties in the form of a written amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed on the day and year first appearing above.

[SIGNATURE PAGE TO FOLLOW]

**CITY:**

**City of San Fernando**

DocuSigned by:  
*Nick Kimball*  
By: \_\_\_\_\_  
1041FC9C27C7499...  
Nick Kimball, City Manager

Date: 11/09/2021 | 2:21 PM PST

**APPROVED AS TO FORM**

DocuSigned by:  
*Richard Padilla*  
By: \_\_\_\_\_  
9E6768364A9F4FC...  
Richard Padilla, Assistant City Attorney

Date: 11/09/2021 | 8:39 AM PST

**VENDOR:**

**Envirogen Technologies, Inc.**

DocuSigned by:  
*Joe Higgins*  
By: \_\_\_\_\_  
F1197902D45245F...

Name: Joseph P Higgins

Title: Group CEO

Date: 11/05/2021 | 10:55 AM PDT



## Exhibit A (10/25/2021)

### 1.0 INTRODUCTION

Envirogen Technologies, Inc. (Envirogen) has prepared this Exhibit A as a supplemental document to the Proposal 24166 (dated June 30, 2021). It contains four additions to the Proposal and defines a price adder for additional services requested by the City of San Fernando.

### 2.0 ADDITIONS

#### 2.1 PERMIT ASSISTANCE

Envirogen was requested to provide assistance with the local regulatory authority in providing technical and operational documents to enable the Well 3 treatment system to be permitted. Envirogen's engineering staff will provide up to 80 hours of labor assisting City of San Fernando staff in crafting of the required technical documents required by the regulator to achieve the permit of operation. If more time is needed or special travel arrangements required to fulfil this obligation, a change order will be required to continue and complete the work. If a California professional engineer's stamp is required on any documents, Envirogen can offer a California Civil PE stamp. If another discipline of engineering is demanded by the regulator, then a change order will be required to cover such specific additional costs. Envirogen's scope of work for this effort will be:

- Attend up to two preliminary telephonic/virtual meetings for initial questions and discussions with the State regulator.
- Prepare DRAFT technical documents for the City of San Fernando in support of their permitting efforts.
- After submittal of DRAFT documents, attend up two additional telephonic/virtual meetings for follow-up questions and discussions with the State regulator.
- Prepare FINAL technical documents for the City of San Fernando in support of their permitting efforts.
- If required, provide a State of California Civil Engineering stamp on submitted documents.

#### 2.2 TAXES ON EQUIPMENT

For the equipment provided in the Proposal 24166, priced at \$1,484,000.00, this must be taxed based on the City of San Fernando tax rate of 10.25%. Hence, this added pricing is provided in Section 3.0.



2.3 MODIFICATION OF ESCALATION FORMULA

Within Section 4.3 (ESCALATION CONCERNS & CLAUSE) of Proposal 24166, the wording is updated to read:

*Envirogen’s price shall be adjusted upward, if there is an increase in price equal to or exceeding 3% and the increase shall be measured using the formula and indices from the base date of this proposal. The increase shall be calculated as:*

*$$((PO\ Value\ *.85*\%Metals)\ * (Metals\ Index_{PO}-Metals\ Index_{Prop})/Metals\ Index_{Prop}) + ((PO\ Value\ *.85*\%Plastic)\ * (Plastics\ Index_{PO}-Plastics\ Index_{Prop})/Plastics\ Index_{Prop})) + PO\ value$$*

*Where:*

- Metals Index<sub>po</sub> is the Metals index value for the month of release of purchase orders to suppliers.*
- Metals Index<sub>Prop</sub> is the Metals index value for the month of this proposal.*
- Plastics Index<sub>po</sub> is the Plastics index value for the month of release of purchase orders to suppliers.*
- Plastics Index<sub>Prop</sub> is the Plastics index value for the month of this proposal.*

2.4 PERFORMANCE TESTING

For clarity, a Commercial Operation Date is now defined and shall mean that date upon which the SimPACK™ system is fully installed and operational, has been tested and is capable of treating water within the design specifications described per Proposal 24166. The SimPACK™ system when installed, maintained and operated in strict compliance with the plans, specifications and instructions of Envirogen, shall, at the time of performance testing immediately following the Commercial Operation Date, be capable of consistently treating Influent Raw Water at the flow rate and water chemistry as defined in Tables 1a and 1b of the Proposal 24166, such that the target effluent concentration for nitrate is met. Once this performance testing is demonstrated and the target effluent criteria achieved, Envirogen will have met its obligation under this PO and its scope of work/services will be considered complete.

3.0 PRICING

The pricing for the original equipment from Proposal 24166 and the updated adders to the pricing per the details of Sections 2.1 and 2.2 of this Exhibit A are:

|   |                |
|---|----------------|
| Ion Exchange System Well 3 (with nitrate selective resin) and SimPACK |                |
| Control Upgrade for Well 7A.....                                      | \$1,484,000.00 |
| Taxation on Equipment (10.25% on \$1,484,000.00).....                 | \$152,110.00   |
| Permit Assistance.....  | \$16,000.00*   |

\*This amount is for 80 hours of labor and no associated travel. Any time or expenses beyond this amount will require a change order based on Envirogen’s published/prevailing rates, with expenses at Cost plus 15%.

This “adder pricing” is part of the overall pricing of the Proposal 24166, with Section 4.2 TERMS & CONDITIONS applicable.



## INVOICE

## PLEASE REMIT TO:

 Envirogen Technologies  
 Dept 32, P.O. Box 4348  
 Houston, TX 77210-4348

INVOICE NO: 0013841-1N SUB 2

PERIOD TO: 12/23/2022

TERMS: NET 30

ENVIROGEN JOB NO: 1608-103

 TO (CLIENT):  
 City of San Fernando  
 Finance Department  
 117 Macneil Street  
 San Fernando, CA 91340  
 Attn: [PublicWorks@cityofsanfernando.org](mailto:PublicWorks@cityofsanfernando.org)  
 Matt Baumgardner

 PROJECT: PW-00444  
 CONTRACT DATE: 8/28/2021  
 PO/CONTRACT NO:

## CONTRACTORS APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY                               |               | ADDITIONS   | DEDUCTIONS |
|--|---------------|-------------|------------|
| Change Orders approved in previous months by Owner |               |             |            |
| TOTAL  |               |             |            |
| Approved this Month                                |               | \$18,700.00 |            |
| Number   | Date Approved |             |            |
| CO 001   | 12/01/12      |             |            |
|  |               |             |            |
| TOTALS   |               | \$18,700.00 | \$0.00     |
| Net change by Change Order                         |               | \$18,700.00 |            |

|   |                |
|---|----------------|
| 1. ORIGINAL CONTRACT SUM  | \$1,600,000.00 |
| 2. Net change by Change Order   | \$18,700.00    |
| 3. CONTRACT SUM TO DATE (Line 1 +/- 2)                                    | \$1,618,700.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G)                            | \$1,428,500.00 |
| 5. RETAINAGE AT 0%  |                |
| a. Completed Work (Column D+E)  | \$0.00         |
| b. Stored Material (Column F)   | \$0.00         |
| Total Retainage (Line 5a + 5b or Total in Column I)                       | \$0.00         |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)                 | \$1,428,500.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 5 from prior Certificate) | \$1,409,800.00 |
| 8. CONTRACT PAYMENT DUE   | \$18,700.00    |
| 9. TAX ON CURRENT PAYMENT   | \$0.00         |
| 10. CURRENT PAYMENT DUE   | \$18,700.00    |
| 11. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)                | \$190,200.00   |
| 12. TAX BALANCE ON CONTRACT   | \$5,688.75     |
| 13. TOTAL CONTRACT BALANCE  | \$25,888.75    |

| A<br>ITEM NO.   | B<br>DESCRIPTION OF WORK   | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED             |             | F<br>MATERIALS PRESENTLY STORED (NOT IN D OR E) | G<br>TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H<br>% (D-G) | I<br>BALANCE TO FINISH (C-G) | J<br>RETAINAGE AT 0% |
|-----------------|--|----------------------|---------------------------------|-------------|---|---|--------------|------------------------------|----------------------|
|                 |  |                      | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD |   |   |              |                              |                      |
| 1               | 30% of PO value, Upon Submittal of Design Diagrams & Drawings Invoice to be issued as follows:<br>(a) 10% on Process Submittal<br>(b) 10% on Equipment/Mechanical Submittals<br>(c) 10% on Electrical and I&C Submittals | \$148,400.00         | \$148,400.00                    | \$0.00      | \$0.00  | \$148,400.00                                    | 100.0%       | \$0.00                       | \$0                  |
| 2               | 35% of PO value, Upon Issuance of Major Item Purchase Orders   | \$519,400.00         | \$519,400.00                    | \$0.00      | \$0.00  | \$519,400.00                                    | 100.0%       | \$0.00                       | \$0                  |
| 3               | 30% of PO value, Upon the earlier of<br>(i) Shipment of equipment<br>(ii) 30 calendar days after notice of "Ready to Ship" Invoice to be prorated based on material shipped or notified                                  | \$445,200.00         | \$445,200.00                    | \$0.00      | \$0.00  | \$445,200.00                                    | 100.0%       | \$0.00                       | \$0                  |
| 4               | 5% of PO value, Upon the earlier of<br>(i) Successful Commissioning/Startup<br>(ii) 80 calendar days Following Installation<br>(iii) 120 Calendar days from shipment or notice of Ready to ship                          | \$74,200.00          | \$0.00                          | \$0.00      | \$0.00  | \$0.00  | 0.0%         | \$74,200.00                  | \$0                  |
| 5               | Supplemental Engineering Services Per PO Exhibit A   | \$18,000.00          | \$0.00                          | \$0.00      | \$0.00  | \$0.00  | 0.0%         | \$18,000.00                  | \$0                  |
| 6               | Change Order 001, Equipment Offloading and Placement   | \$18,700.00          | \$0.00                          | \$18,700.00 | \$0.00  | \$18,700.00                                     | 100.0%       | \$0.00                       | \$0                  |
| CONTRACT TOTALS |  | \$1,618,700.00       | \$1,409,800.00                  | \$18,700.00 | \$0.00  | \$1,428,500.00                                  | 94.1%        | \$190,200.00                 | \$0.00               |
|                 | Sales Tax (San Fernando, CA) 10.25% Taxable Amount \$ 1,484,000.00   | \$152,110.00         | \$144,504.50                    | \$0.00      | \$0.00  | \$148,421.25                                    | 98.3%        | \$5,688.75                   | \$0                  |
| TOTALS          |  | \$1,670,810.00       | \$1,554,304.50                  | \$18,700.00 | \$0.00  | \$1,574,921.25                                  | 94.3%        | \$95,888.75                  | \$0.00               |

 ALEX M. 5.23.23  
 ACCT: 070-384-0857-4260  
 IX-UNIT #2 DELIVERY

PO #12737

Approval

|  |                       |
|--|-----------------------|
| PROCESSED FOR PAYMENT                        |                       |
| DATE<br>5/25/23                              | DEPARTMENT<br>PW      |
| WARRANT DATE<br>6/20/23                      | FINANCIAL<br>APPROVAL |
| **ONLY ORIGINALS ARE PROCESSED FOR PAYMENT** |                       |



April 5, 2024

Mr. Alex Mendez  
120 Macneil St.  
San Fernando, CA 91340  
(818) 898-1293  
[AMendez@sfcity.org](mailto:AMendez@sfcity.org)

RE: Service Contract Amendment  
Envirogen Proposal-25061

Dear Mr. Mendez:

Please find below Envirogen Technologies, Inc.'s (Envirogen) field engineering services to support the City of San Fernando's operation of the Ion Exchange Treatment Systems (Plant 1 and Plant 2) located at 12900 Dronfield Avenue, Sylmar, CA 91342. The pricing is offered in response to a request to add Plant 2 into the existing agreement between Envirogen and San Fernando. Envirogen is pleased to offer a 2-year support agreement with the City of San Fernando. The support agreement will be effective for a term of (2) years with a (2) year extension, beginning upon immediate agreement to this amendment.

*Other elements of the proposal are subject to change due to the nature of the items and services offered for sale.*

#### EQUIPMENT, PARTS, MATERIALS, SALT

- The sale of equipment, parts and materials requested by the "City" as needed to maintain the treatment systems will be handled under separate proposal on a case-by-case basis.
- Envirogen may provide San Fernando delivered salt used by the system when requested by San Fernando. Each salt delivery shall be handled on a case-by-case basis when requested.
- Analytical testing of water, resin or brine will be quoted upon request.
- City of San Fernando will be charged a monthly rate for up to 8 visits per month (8 hours per day including travel) by a qualified Envirogen Service Technician. Any visit exceeding the eighth visit in one month will be charged per the attached rate sheet, including travel time. All Support services after the eighth visit must be approved by the City of San Fernando personnel before any Envirogen Service Technician performs the necessary assistance.
- Emergency Response: Any afterhours emergency call out will be included in the 8 monthly visits. Once the 8 monthly visits have been consumed, all site visits thereafter in a given month will be charged per the attached rate sheet, including travel time.

Envirogen Technologies, Inc.  
877.312.8950  
9360 Santa Anita Avenue, Suite 107  
Rancho Cucamonga, CA 91730

[www.envirogen.com](http://www.envirogen.com)

## FIELD SERVICE AND FIELD ENGINEERING SUPPORT PRICING

| 2-year Service Fees   | Price  |
|---|--|
| <b>Monthly Service Fee includes:</b><br>Year 1 - Onsite Field Services (up to 8 visits / mo.)<br>Support Services | <b>*\$9,750</b><br><b>Per Month</b><br><b>Taxes NOT included</b> |
| 2-year Extension Service Fees   | Price  |
| <b>Monthly Service Fee includes:</b><br>Year 1 - Onsite Field Services (up to 8 visits / mo.)<br>Support Services | <b>*\$9,750</b><br><b>Per Month</b><br><b>Taxes NOT included</b> |

**\*CPI Adjustment.**

1) CPI. Escalation shall be determined in accordance with the U.S. Department of Labor, Bureau of Labor Statistics, U.S. City Average, All Items, CPI-U on the basis of 1982-84 = 100 ("CPI"). If the CPI is discontinued or substantially modified, the Parties shall mutually select another substantially equivalent index for the purpose of price escalation.

2) Calculation of Escalation. Starting on the first anniversary of the Effective Date of this Agreement and annually thereafter, the Fee shall be adjusted for the succeeding twelve (12) month period by an amount equal to the percentage by which the CPI has changed over the prior twelve (12) month period, based on the following formulas:

$$\text{All Fees (year 2)} = \text{All Fees (year 1)} \times [1 + \text{percentage change in CPI}]$$

where CPI is expressed as a decimal (for example, 3% written as 0.03)

In no event shall any Fees be decreased by an adjustment.

3) Timing of CPI Adjustment. The CPI adjustment shall be calculated as soon as practicable following the publication of the CPI (or other index used for the adjustment escalator); and All Fees shall be adjusted effective upon, and retroactive to, the applicable anniversary date. The difference in these Fees, retroactive to the annual anniversary date, shall be billed and paid on the next invoice.

## SCOPE OF WORK

- Envirogen personnel will perform monthly calibrations, or more frequently as needed: Nitrate Probe, Regen/Rinse flowmeter, Conductivity Probes, and Level Transmitters associated with the salt tank and waste tank.
- Preventative maintenance will be performed on all equipment associated with the Ion Exchange system.
- Acid wash regen/rinse flowmeter on a semiannual basis or as needed. Whichever comes first.
- Monthly leak checks on all components. (Envirogen will provide 20 filter bags per month. 10 per system)
- Remote phone support and assistance as needed.
- Advise the City of San Fernando of any operational suggestions and changes needed to optimize the operation of the Ion Exchange Systems.

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City of San Fernando

Amendment

- An Envirogen Labor Rate Sheet has been included with this proposal as Attachment B.
- Straight time is defined as work supplied during regularly scheduled hours between Monday and Friday, on an agreed-upon schedule between 7:00 a.m. and 5:00 p.m. Should the City of San Fernando require services outside of regularly scheduled hours the following rates will apply.
- Overtime and holiday rates are defined as time worked in excess of eight hours per day, time worked outside the hours as specified above, and work or travel on Saturday. Over-time will be charged at 1.5 times straight-time rates.
- Holiday work and travel during holidays will be charged at double the straight-time rates. Holidays are defined as any day observed by Envirogen as a scheduled employee holiday, and Sunday.
- Time required for mobilization from an Envirogen base of operations to the Well Site, as well as demobilization, will be charged at the daily rates attached.

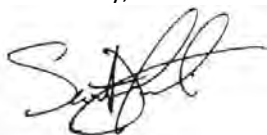
## CONDITIONS

This proposal and offer and all pricing and schedules contained herein are contingent on satisfaction of all of the following conditions:

- A binding Agreement must be issued by the City of San Fernando and accepted by Envirogen within 30 calendar days of the date first above written. An agreement number will be issued by the City of San Fernando, and any request for materials, parts, service, equipment, and salt will be made utilizing this agreement number.
- Envirogen's General Conditions for the Sale of Products and Services by Envirogen Technologies Inc. (ETIGC #211107), attached hereto as Attachment A, must be accepted by the City of San Fernando, and made a part of the Order.
- This Proposal/Offer and its attachment must be attached to or incorporated by reference in the City of San Fernando's Order.
- Terms of payment for all invoices issued associated with this proposal are Net 30 days, following invoice date.

We appreciate the opportunity to serve the City of San Fernando and look forward to completing the purchasing process to expand the ongoing services that we have been providing since 2017.

Sincerely,



Scott Gomarko  
Field Service Director, West Region  
9369 Santa Anita Ave. Suite 107  
Rancho Cucamonga, CA 91730  
[sgomarko@envirogen.com](mailto:sgomarko@envirogen.com)

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# ATTACHMENT A

## Emergency Response Envirogen 2024 Labor Rates

| Category | Job Function/Representative Titles   | Commercial Rate |
|----------|--|-----------------|
| A        | Administrative Assistant<br>Buyer I Buyer II Laborer/Helper  | \$84            |
| B        | Laboratory Services Water/Wastewater<br>Operator I/II Technician -<br>Electrical/Mechanical  | \$96            |
| C        | Electrician Helper<br>Mechanic<br>Operator – Equipment   | \$108           |
| D        | Water/Wastewater Operator II/III Water/Wastewater<br>Operator III/IV<br>Sr. Environmental Technician/Operator Site<br>Supervisor/Plant Manager<br>Sr. Mechanic<br>Field Service Technician | \$165           |
| E        | Designer<br>Instrumentation Specialist Construction<br>Manager   | \$144           |
| F        | Licensed Electrician   | \$150           |
| G        | Project Manager<br>Process Engineer<br>Project Engineer<br>Project Manager II<br>Operations Manager  | \$200           |
| H        | Senior Process Engineer<br>Senior Project Engineer<br>Senior Project Manager<br>Geotechnical Engineer  | \$216           |
| I        | Director of Engineering<br>Director of Process Engineering<br>Environmental Consultant   | \$234           |

Standard Rates (listed above): Monday to Friday (excluding holidays) 7am – 5 pm

Holidays, weekends, other than of Mon-Fri, 7am – 5 pm: 1.5 times standard

Envirogen Technologies reserves the right to modify labor rates at any time.

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Labor rates for travel to and from job site are billed at 75% of the on-site rates listed.

Rates are subject to a 50% surcharge for expert testimony and other special services. Client- approved overtime is billed at 1.5 times the hourly billing rate.

Expenses for other services, equipment and materials are billed at hourly, daily, or monthly rates, or unit prices, whichever are applicable. Rate schedules are adjusted annually. Schedules are available upon request.

Straight Time Remote Support (via telephone, email or production of written documentation will be billed at the prevailing standard hourly rates.

#### **Reimbursable Expenses**

Reimbursable expenses are in addition to compensation for services. These expenses include, but are not limited to, expenses incurred by Envirogen Technologies and Envirogen Technologies' employees and consultants in the interest of this project and as outlined below. Unless otherwise agreed to in writing, expenses will be billed at cost plus 10%.

1. Authorized outside professional consulting services.
2. Transportation expenses for authorized out-of-town travel.
3. Expenses for reproductions and copies.
4. Postage or express deliveries; shipping.
5. Long distance communications.
6. Purchased or rented supplies, equipment and/or tools required to perform the project.
7. Electronic and facsimile transmissions.
8. Handling of drawings, specifications, and other documents.

#### **Envirogen Technologies Equipment Rental**

Rental charges for pilot and other equipment owned by Envirogen Technologies will be billed according to agreed-upon rates. These rates are not subject to the charge outlined above.



## ATTACHMENT B

### GENERAL CONDITIONS FOR THE SALE OF PRODUCTS AND SERVICES BY ENVIROGEN TECHNOLOGIES, INC. ETIGC #211107

**The following General Conditions are and shall be an integral part of any Order to which these terms and conditions are attached and/or referenced. In no event shall any term or condition attached to or made part of any purchase order or other contract document issued by COMPANY, or any shipping document or other document associated with the services or Products described in the Order to which these General Conditions apply have any controlling effect whatsoever unless specifically adopted in writing by an authorized representative of both SUPPLIER Technologies, Inc. ("SUPPLIER") and COMPANY.**

1. Definitions. Throughout these General Conditions or any Order or other document to which they apply, the following words and phrases, when printed with the initial letter capitalized (unless shown below without capitalization), shall have the meanings ascribed to them below, unless the context requires otherwise:

"Cost" shall mean all expenses incurred by SUPPLIER for materials, supplies, energy, regulatory permitting, labor, outside contractors and professionals, transportation, supervision, excise, sales and similar taxes. For all purchases of materials, supplies and services, "Costs" shall include an additional ten percent (10%) of the direct expense to reimburse SUPPLIER for purchasing and accounting activities. Labor charges for SUPPLIER's personnel will be at rates shown in any Order or attachment, exhibit or schedule incorporated therein. In the absence of any such specification of rate(s), labor charges for SUPPLIER's personnel will be at the individual's hourly wage rate (or equivalent) plus forty percent (40%) for employee and group benefits and employee taxes.

"COMPANY" shall mean the person or entity purchasing Products or services from SUPPLIER.

"Day" or "day" shall mean a calendar day unless otherwise indicated.

"Party" or "Parties" shall mean either SUPPLIER or COMPANY or both.

"Products" shall mean products, equipment, parts, goods, media or materials meeting the description or specifications set forth in the Order.

"Order" shall mean any purchase order, work order, change order, letter agreement or similar contract document issued by COMPANY and accepted in writing by SUPPLIER or issued by SUPPLIER and accepted in writing by COMPANY which either references or attaches these General Conditions and/or all attachments, amendments or any ancillary documents to any such contract document.

"Owner" shall mean the ultimate end user of the Product or service where the end user is not the COMPANY. Normally this would occur where the COMPANY is a prime contractor and SUPPLIER is a subcontractor.

In addition to the definitions set forth above, embedded within these General Conditions or any Order, there may be additional defined terms which are designated as such in a parenthetical and highlighted with quotation marks.

2. Cooperation of COMPANY. To assist SUPPLIER in providing Products and/or performing services, COMPANY shall (i) provide SUPPLIER with all relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with SUPPLIER when requested, (iii) permit SUPPLIER reasonable access to relevant COMPANY or Owner controlled sites, (iv) ensure reasonable cooperation of COMPANY's employees and the Owner, and (v) unless a longer period is provided for in the Order, return all drawings or other documents submitted by SUPPLIER to COMPANY for review, comment and/or approval within a commercially reasonable time following submission not to exceed ten (10) business days. Any failure to return documents within the time prescribed shall be considered a waiver by COMPANY of its right to review and approve or comment on the documents.

3. Price, Costs and Payments.

3.1 Unless otherwise stated therein, the price(s) and charges for Products and/or services specified in any Order are

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exclusive of any sales, use, value added, excise, gross receipts, business and occupation or similar present or future taxes imposed by any governmental entity on the sale, delivery, use or other handling of the Product or service or in connection with any transactions contemplated by the Order to which these General Conditions apply. If any such taxes are incurred by SUPPLIER, COMPANY shall reimburse SUPPLIER the amount of such taxes.

3.2 Whenever rates or prices in any Order include transportation or when transportation is charged separately by SUPPLIER, such rates, prices or charges shall be exclusive of (i) material increases in the cost of transportation occasioned by significant increases in the costs of fuel or weather, road or access conditions which could not have been reasonably anticipated in advances of pricing the cost of transportation or (ii) any extraordinary or excess demurrage charges incurred by SUPPLIER from third party carriers which arise from delays or demurrage at the delivery point. Demurrage will be charged to COMPANY except to the extent such demurrage primarily results from the negligence or other fault on the part of SUPPLIER or its carrier.

3.3 Unless otherwise specifically indicated in the Order, all prices (or other values) in the Order are stated in U.S. dollars and all payments are to be made in U.S. dollars.

3.4 Invoices may be provided to COMPANY, at the option of SUPPLIER, by mail, delivery service, electronic mail or fax and payments by COMPANY shall, at the election of SUPPLIER, be made by mail, overnight delivery service or electronic funds transfer. COMPANY shall provide SUPPLIER with contact information for delivery of invoices. Invoices shall be due and payable within thirty (30) days of receipt by COMPANY of the invoice. TIME IS OF THE ESSENCE for payment of all fees and charges. Interest on delinquent payments shall accrue until paid at the greater rate of (i) twelve percent (12%) per annum or (ii) the prime interest rate as quoted by the Wall Street Journal plus 500 basis points (adjusted on the first day of each calendar quarter.) In the event that the interest rate described above exceeds the maximum interest rate chargeable under law for such transactions, such maximum legal rate shall apply.

3.5 Should any portion of an SUPPLIER invoice be disputed by COMPANY, COMPANY will pay the undisputed portion and within the payment period prescribed above shall provide SUPPLIER with written notice of the disputed portion of the invoice and the reasons for the dispute. In no event shall COMPANY withhold payment of any undisputed portion of a SUPPLIER invoice based on the set-off of a COMPANY claim against SUPPLIER or as a back-charge for monies claimed to be owed COMPANY by SUPPLIER. At the request of COMPANY, SUPPLIER shall provide COMPANY with a written partial release of statutory liens utilizing SUPPLIER's standard form which shall be conditioned on actual receipt of payment of a particular invoice.

3.6 SUPPLIER may, from time to time, establish such credit terms as it shall, in the sole judgment of SUPPLIER, deem reasonably necessary, including, but not limited to, credit limits.

3.7 In the event that SUPPLIER should incur Costs, including, but not limited to, attorney's fees and collection agency fees, to collect overdue invoices and accounts, COMPANY shall reimburse SUPPLIER for all such reasonable Costs whether or not litigation has been initiated to collect the overdue account.

3.8 When fees or charges are based in whole or in part on a reimbursement by COMPANY of SUPPLIER's actual costs, with or without a mark-up, such costs shall be determined at the time of invoicing whether or not the cost has already been paid by SUPPLIER or has, as of that time, accrued as an expense for purposes of accounting. Any future rebate or credit to SUPPLIER which may be associated either directly or indirectly with the cost or expense, shall not give rise to a similar rebate or credit from SUPPLIER to COMPANY.

#### 4. Delivery and Risk of Loss.

4.1 Except as otherwise set forth in the Order, delivery of Product shall be DAP work/installation site (Incoterms 2010).

4.2 Except as otherwise set forth in the Order, COMPANY agrees to take delivery of Product upon notice from SUPPLIER that the Product is ready for delivery. If for any reason COMPANY is either unable or unwilling to accept delivery, COMPANY shall be responsible to pay or reimburse SUPPLIER for all additional Costs incurred for storage, insurance and/or transportation.

4.3 Title to and risk of loss with respect to Products shall pass from SUPPLIER to COMPANY at the time the Product is delivered to COMPANY. Product shall be deemed to be delivered when the Product has been loaded to COMPANY's carrier or if delivered by SUPPLIER to COMPANY's or Owner's work site, upon arrival at the work site. (See Section 4.1) Offloading from the SUPPLIER carrier is the responsibility of COMPANY. Damages to the Product incurred during offloading shall be

the responsibility of COMPANY. To qualify for a credit, any shortage or damages (other than those incurred after delivery DAP) to the Product shall be reported in writing to SUPPLIER by COMPANY within five (5) business days of the date of delivery of the Product.

5. Force Majeure. If SUPPLIER is rendered unable to perform its obligations under the Order by an event beyond the reasonable control of SUPPLIER, SUPPLIER shall not be liable to COMPANY for failure or delay in such performance to the extent that the failure or delay is due to such force majeure event. Force majeure events shall include, but shall not be limited to, war (whether declared or undeclared), fire, flood, lightning, earthquake, hurricane, storm or any other act of God; strikes, lockouts or other labor difficulties; civil disturbances, riots, sabotage, accident not involving fault on the part of SUPPLIER or explosion; inability to secure necessary fuel, power, equipment, transportation or raw materials and/or any other reason beyond the reasonable control of SUPPLIER.

6. Warranties. The following warranties are in addition to any other warranties specifically set forth in the Order:

6.1 Products. SUPPLIER warrants to COMPANY that (i) SUPPLIER will have title to all Products delivered to COMPANY, free and clear of all liens, encumbrances and security interests, and (ii) that all Product will conform at the time of delivery to the written mechanical product description and/or specifications set forth or otherwise referenced in the Order. In the event of a failure by SUPPLIER to materially meet the terms of the warranty set forth in this Subsection 6.1 and said failure is reported in writing to SUPPLIER within thirty (30) calendar days of delivery, SUPPLIER, at its own expense, shall remove the defective, non-conforming product and replace it with a like quantity of conforming Product meeting the description or specifications.

6.2 Equipment, Parts and Goods. Except as otherwise provided for in the Order, SUPPLIER warrants as follows:

A. Equipment and systems which are the subject of the Order shall, when constructed, installed, used, maintained and operated in strict compliance with the plans, specifications and instructions of SUPPLIER, meet the performance criteria specifically set forth in the Order during the performance testing period described therein.

B. At the time of delivery, equipment and parts will be free from any and all material defects which would reasonably interfere with their use by COMPANY. In the event such defect is reported to SUPPLIER within twelve (12) months from date of installation of the equipment or part or within fourteen (14) months following delivery by SUPPLIER, whichever comes first, SUPPLIER will repair or replace the defective component without charge.

6.3 Services. SUPPLIER warrants as follows:

A. In providing services under the Order, SUPPLIER will comply with all federal, state and local laws.

B. The services to be provided by SUPPLIER shall be performed utilizing the same generally accepted standards of due diligence, skill, reasonable care and safety ordinarily employed by service providers similarly situated in the same geographic region and at the same time.

C. All SUPPLIER personnel engaged in providing the services pursuant to the Order (i) shall be appropriately supervised by qualified persons in SUPPLIER's employ, (ii) shall be appropriately skilled to perform the work to which they are assigned, and (iii) shall have met appropriate licensing and certification requirements of the state in which the service are to be provided.

6.4 Media and Resins. Unless otherwise set forth in the Order, SUPPLIER warrants that at the time of delivery to Company, media or resins supplied by SUPPLIER shall meet or exceed SUPPLIER's and manufacturer's specifications for the media and/or resin. In the event of a failure by SUPPLIER to materially meet the terms of the warranty set forth in this Subsection 6.4, and such failure is reported in writing by COMPANY to SUPPLIER within thirty (30) calendar days of delivery, SUPPLIER, at its own expense, shall replace the non-conforming media/resin and replace it with a like quantity of conforming media/resin.

6.5 Patents. SUPPLIER warrants that neither its Products nor its services shall infringe upon any patent(s) or copyright(s), or misappropriate or misuse trade secret(s) or other confidential information unless such Product or service is provided in compliance with COMPANY provided specifications. In the event of a default under this patent and intellectual property warranty, upon notice of the default by COMPANY, SUPPLIER shall obtain on behalf of COMPANY such releases, licenses or other appropriate authorizations as shall be necessary to prevent the infringement.

6.6 ENVIROGEN MAKES NO WARRANTY, EXPRESSED OR IMPLIED, PURSUANT TO THESE GENERAL CONDITIONS, THE ORDER OR OTHERWISE OTHER THAN AS IS SPECIFICALLY SET FORTH IN THIS WARRANTIES PARAGRAPH AND THE ORDER AND NONE SHALL BE IMPLIED. THE WARRANTIES AND ANY REMEDIES SET FORTH IN THIS WARRANTIES PARAGRAPH AND/OR THE ORDER ARE EXCLUSIVE. THE WARRANTIES ARE GIVEN AND ACCEPTED BY PURCHASER IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY ENVIROGEN AND WAIVED BY PURCHASER. ANY REMEDIES PROVIDED FOR IN THIS WARRANTIES PARAGRAPH AND OR THE ORDER ARE IN LIEU OF ALL OTHER REMEDIES AT LAW OR IN EQUITY FOR BREACH OF A WARRANTY.

6.7 COMPANY may assign SUPPLIER's warranty obligations to the Owner without the consent of SUPPLIER and shall provide SUPPLIER with written notice of such an assignment.

7. Indemnification.

Each Party hereby agrees to defend, indemnify and hold the other Party and their respective partners, affiliates and subsidiaries, and their respective directors, officers, partners, members, employees and agents (collectively "Indemnified Parties"), harmless from and against any and all claims, liabilities, suits, proceedings, judgments, orders, fines, penalties, damages, losses, costs and expenses (including, without limitation, costs of defense, settlement and reasonable attorneys' fees and expenses) (all of the foregoing herein collectively called "Liabilities"), arising out of (i) the indemnifying Party's negligence or willful misconduct; and, (ii) failure of the indemnifying Party or any of its employees or agents to observe or comply with any of the indemnifying Party's duties or obligations under the PURCHASE ORDER, including, without limiting the generality of the foregoing, any failure to observe or comply with any applicable laws, ordinances, codes, orders, rules or regulations; violation or breach of any provision in the PURCHASE ORDER including, but not limited to, any warranty for which a remedy is not specified. The foregoing obligations of indemnity will include, but not be limited to, any and all Liabilities for or relating to (i) injury to or death of any person (including, without limitation, employees or agents of the Parties), (ii) damage to or loss or destruction of any property (including, without limitation, property of the Parties, or their respective employees or agents), and (iii) any spill, release or leak of any hazardous substance or waste or any contamination of, injury or damage to or adverse effect on the environment. The indemnifying Party shall be liable, however, only for that percentage of total Liabilities that corresponds to the indemnifying Party's percentage of total negligence or fault as compared to that of the indemnified Party.

Neither Party shall have any liability to the other Party for any indirect, incidental, aggravated, exemplary, punitive, or consequential damages incurred by the other Party, whether brought on an action for breach of contract, breach of warranty, tort, strict liability, or otherwise and irrespective of whether caused or allegedly caused by either Party's negligence or willful misconduct and none shall be awarded by any tribunal against a Party hereto in favor of a Party hereto; provided, however, that the limitations on liability contained in this Indemnity Section shall not apply to damages which are part of a third party claim for which a Party is claiming an indemnity obligation under this agreement from the other Party and the Party entitled to indemnity protection under this agreement is seeking an indemnity or other relief against the payment of such damages from the Party required to provide such indemnity or other relief.

Anything in the PURCHASE ORDER notwithstanding, any liability of SUPPLIER under the PURCHASE ORDER shall not exceed in the cumulative aggregate, the lesser of the total fee or charges invoiced under the PURCHASE ORDER.

8. Confidential Information.

COMPANY agrees that all information related to SUPPLIER's systems, services, Products, methods, procedures, techniques, and equipment ("Confidential Information") is and shall remain SUPPLIER's exclusive proprietary and confidential information, know-how and property. COMPANY agrees to use Confidential Information solely for the purposes set forth in the Order. COMPANY agrees to keep Confidential Information confidential in accordance with the provisions of this Article, and COMPANY shall not disclose, use or exploit for its benefit or the benefit of any third party Confidential Information other than in furtherance of the purpose of the Order. COMPANY shall not reverse engineer, disassemble, chemically or biologically analyze or decompile any Product or other tangible objects which embody SUPPLIER's Confidential Information.

Disclosure of Confidential Information may be in tangible form, by electronic media, by visual display or inspection or it may be provided orally. Confidential Information need not be marked "confidential", "secret" or the like. COMPANY shall

not use or disclose Confidential Information for any purpose other than as specified in the Order. COMPANY will use at least the same degree of care to avoid disclosure or unauthorized use of Confidential Information as COMPANY uses with respect to its own confidential information, but in no event less than a reasonable standard of care. COMPANY shall require in writing that the Owner agree to be contractually bound to SUPPLIER by the provisions of this Section 0. SUPPLIER may seek injunctive relief to enforce its rights under this Section without any requirement of proving irreparable injury. Confidential Information does not include the following: (a) information which prior to receipt by COMPANY was either generally available to the public or in COMPANY's possession free of any restrictions on its use or disclosure from a source other than SUPPLIER; or (b) information which after the receipt thereof by the COMPANY either becomes available to the public through no fault of COMPANY or is acquired by COMPANY from a third party who has the legal right to transfer the information to COMPANY; or (c) information required to be disclosed by COMPANY pursuant to law but only after reasonable notice of the requirement of disclosure is provided to SUPPLIER.

9. **Termination for Convenience.** If the Order provides that the COMPANY may terminate the Order for its convenience and without cause, such termination shall be accomplished by written notice from the COMPANY to SUPPLIER. Upon such a termination for convenience, COMPANY shall pay SUPPLIER (i) for all Products and services delivered prior to the date of termination, and (ii) any and all Costs incurred by SUPPLIER prior the date of Termination incurred by SUPPLIER in the engineering, design, production, acquisition, transportation or otherwise for any Product or service as yet undelivered plus a mark-up of 25% and (iii) all reasonable Costs associated with the demobilization of SUPPLIER following the termination.

10. **Insurance.** If the services and/or the delivery of the Products require SUPPLIER or its contractors or carriers to enter on to any property owned or occupied by COMPANY, then SUPPLIER shall procure and maintain the following insurance coverages:

| <b><u>Coverage</u></b>         | <b><u>Policy Limits</u></b>  |
|--------------------------------|--|
| Workers' Compensation          | Statutory  |
| Employer's Liability Insurance | \$1,000,000 per accident or disease  |
| Commercial General Liability   | \$1,000,000 per occurrence and including contractual liability; and \$1,000,000 in the aggregate           |
| Automobile Liability Policy    | \$1,000,000 per occurrence (including owned, non-owned, and hired vehicles) non-owned, and hired vehicles) |

All such policies shall name COMPANY and Owner as an additional insured as respects liability arising from work or operations performed by or on behalf of SUPPLIER (excluding the workers' compensation policy). SUPPLIER shall promptly furnish COMPANY with certificates of insurance evidencing the required insurance coverage.

11. **Miscellaneous Provisions.**

11.1 For all purposes of the Order, SUPPLIER is and shall remain an independent contractor. There are no intended third party beneficiaries to these General Conditions or the Order and nothing in this Contract will entitle any person other than SUPPLIER or COMPANY to any claim, cause of action, remedy or right of any kind under the Order.

11.2 COMPANY agrees that during the term of the Order and for a period of twelve (12) months thereafter, COMPANY will not, directly or indirectly, solicit, request or otherwise induce any SUPPLIER employee or personnel to terminate his or her employment with SUPPLIER if such employee has been materially engaged in providing Product or services to COMPANY under the Order. Nothing herein shall be construed to prohibit the hiring of SUPPLIER employees who have responded without any direct inducement by COMPANY to publically available employment advertisements by COMPANY.

11.3 Those provisions of these General Conditions or the Order which by their nature are intended to survive the termination, cancellation, completion or expiration of these general conditions or the Order to which they apply shall continue as valid and enforceable obligations of the Parties, notwithstanding any such termination, cancellation, completion or expiration. Such provisions include, but are not limited to, provisions concerning warranties, indemnifications and confidentiality.

11.4 The validity, interpretation and performance of these General Conditions shall be governed exclusively in accordance with and by the laws of the State of Texas, save and except those Texas laws governing choice of laws which would result in the choice of a law or laws of another jurisdiction.

11.5 In the event of any dispute between the parties arising under these General Conditions or the Order, the parties agree that (i) the civil courts in and for the County of Montgomery, State of Texas, shall have exclusive jurisdiction and venue to determine such dispute(s) and each party hereby waives any objection to such jurisdiction and venue in any such court and any claim that such forum is an inconvenient forum and (ii) the prevailing Party shall be awarded its costs of suit, including reasonable attorney's fees.

11.6 The Order and these General Conditions set forth the entire agreement of the Parties regarding the services and Products described in the Order and supersede all prior discussions and agreements of the Parties, whether written or verbal other than prior confidentiality or non-disclosure agreements between COMPANY and SUPPLIER. The Order and these General Conditions may not be modified, amended, rescinded, canceled or waived in whole or in part by amendment or change order, except by written instrument, signed by both Parties, which makes specific reference to the Order and which specifies that the Order or these General Conditions are being amended, modified or otherwise altered. All change orders shall make specific reference to the Order and shall be signed by both Parties. All change orders shall indicate any modifications or amendment to the pricing or delivery schedule resulting from the change in scope. Any request by COMPANY to either accelerate or delay a deliverable date described in the Order for any reason shall require a mutually acceptable change order pursuant to this Section. Such change order shall include the new schedule of deliverable due date(s) and any price adjustment occasioned by the change in schedule.

11.7 Any waiver by either Party of any provision or condition of the Order or these General Conditions shall not be construed or deemed to be a waiver of any other provision or condition of the Order or these General Conditions, nor a waiver of any subsequent breach of the same provision or condition.

11.8 If any section, subsection, paragraph, clause or sentence of the Order or these General Conditions shall be adjudged illegal, invalid or unenforceable, such event shall not affect the legality, validity or enforceability of the remaining portions of the Order and these General Conditions as a whole or any portion thereof.

11.9 The covenants and agreements contained herein shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

11.10 The Order (or any amendment) may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Order when a duly authorized representative of each Party has signed a counterpart. Photographic, facsimiled, and scanned copies of such executed counterparts may be used in lieu of the originals for any purpose.

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Wendell Johnson, Director of Public Works  
Rodrigo Mora, Public Works Operations Manager

**Date:** November 18, 2024

**Subject:** Consideration to Approve a Professional Services Agreement with Yunex Traffic LLC, formerly Siemens Mobility, Incorporated for On-Call Traffic Signal Maintenance Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement to Yunex Traffic LLC (Yunex), formerly Siemens Mobility Incorporated (Attachment "A" – Contract No. 2319) in an amount not-to-exceed \$200,000, for on-call traffic signal maintenance services for a term of three (3) years; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute the agreement and all related documents.

### BACKGROUND:

1. In August 2016, the City received one (1) response to a formal Request for Proposals (RFP) for on-call traffic signal maintenance services from Siemens Mobility, Inc. Staff conducted a review of the one (1) proposal and determined that it met the qualification requirements as specified in the RFP.
2. On September 16, 2016, the City Council awarded a 3-year contract with Siemens Mobility, Inc. to provide on-call traffic signal maintenance services through a formal RFP process.
3. On September 16, 2019, the City Council awarded a 5-year contract with Siemens Mobility, Inc. to provide on-call traffic signal maintenance services (Attachment "B" – Contract No. 1931), through a "piggyback" on the City of Arcadia's recently bid contract.

**Consideration to Approve a Professional Services Agreement with Yunex Traffic LLC, formerly Siemens Mobility, Incorporated for On-Call Traffic Signal Maintenance Services**

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4. In April 2024, in anticipation of the expiration of the existing on-call traffic signal maintenance services in September 2024, staff began exploring procurement of a new contract for on-call services. At that time, it was noted that the City of Glendale had recently completed a formal competitively bid RFP process for similar services. Staff reviewed the Glendale RFP and determined that the cost of the proposal was very competitive compared to the City's existing contract and requested Yunex provide a proposal to offer the services to the City at the same, or better, terms.
5. On August 22, 2024, Yunex submitted a letter proposal confirming that they would provide on-call traffic signal maintenance services in accordance with all the terms and pricing offered to the City of Glendale pursuant to Glendale's competitive RFP process.

**ANALYSIS:**

The Public Works Department is responsible for the maintenance and repair of approximately 56 signalized intersections within the City. Maintenance and repair includes replacing burnt out lamps, repairing safety lights, minor repairs to damaged signal heads, monthly inspection of the signal controllers at all intersections, and field response to timing complaints and blacked out intersections. Extraordinary repairs, emergency after hour's response, and conflict monitor testing are performed by a contractor.

The purpose of the on-call traffic signal maintenance services contract is to handle problems that are beyond the expertise of the City's Traffic Signals and Lighting Division staff. For example, the contractor will be responsible for all repair and or replacement of traffic signals due to knockdowns or when there is a safety hazard to traffic.

The City has contracted with Yunex (formerly Siemens) since 2014 for maintenance and repair services for the City's traffic signals. On average, the City experiences 11 traffic signal pole knockdowns per year resulting from vehicle collisions. During Fiscal Year (FY) 2023-2024 there were 15 incidents resulting in \$95,063 in repairs. Repair costs for collision related pole replacements are billed to the responsible party and reimbursed to the City.

The City's existing contract with Yunex is based on a defined hourly rate for each specific job title. The majority of services requested from Siemens by the City are performed by a Traffic Signal Technician. This technician is the first to respond to majority of the City's service requests tasked with analyzing the situation at hand to determine what plan of action needs to be taken.

*Procurement Process.*

Staff is proposing the City meet the requirements of the Purchasing Policy through the piggyback provision. The California Public Contract Code and the City's Purchasing Policy allows for "piggybacking" which is the process of approving a contract based upon the terms of a contract

**Consideration to Approve a Professional Services Agreement with Yunex Traffic LLC, formerly Siemens Mobility, Incorporated for On-Call Traffic Signal Maintenance Services**

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that has been competitively bid by another public agency. By leveraging an existing contract, the City can benefit from the competitive pricing and terms already negotiated by the original contracting agency. This approach not only saves valuable time and resources, but also allows the City to address its needs more quickly and efficiently, ensuring continuity of essential services.

The City of Glendale followed a formal bid solicitation process and published a Notice Inviting Bids (NIB) (Attachment "C") for traffic signal maintenance services on June 26, 2023. On July 27, 2023, Glendale received three (3) proposals and staff reviewed and evaluated all proposals based on the following criteria: qualifications and experience, quality of submittal, understanding of scope and methodology, and cost/budget control. Additionally, all three (3) firms were interviewed and based on a combination of written submittals and the results of the interviews, Yunex's team was determined to be the top ranked firm for the Traffic-Related Electrical Device Maintenance Program. On October 31, 2023, Glendale City Council approved a contract (Exhibit "A" to Attachment "A") with Yunex to provide traffic signal maintenance services.

Staff is proposing the City enter a new contract with Yunex based upon the hourly rates included in the City of Glendale's contract for traffic signal maintenance services which commenced on October 31, 2023. Via a letter sent to the City (Exhibit "D" to Attachment "A"), Yunex has agreed to allow the City to "piggyback" off its contract with the City of Glendale offering the same rates to San Fernando. Under the new price schedule (Attachment "D"), the cost for traffic signal technician services will be \$153 per hour, compared to \$128 per hour in the City's recently expired contract.

*Yunex Traffic.*

Yunex Traffic, formerly Siemens, is a 160-year-old company that specializes in traffic technology and has a long history of providing routine and around-the-clock emergency traffic signal maintenance services to public agencies. Some of Yunex' current municipal contracts include the Cities of Anaheim, Garden Grove, and Newport Beach. Over the last ten (10) years of providing traffic maintenance services to the City, Yunex has continually demonstrated the requisite expertise, experience, and qualifications necessary to perform traffic maintenance services.

**BUDGET IMPACT:**

Funds are budgeted in the Public Works Department operating budget for traffic signals. The FY 2024-2025 Adopted Budget includes \$32,308 appropriated in Fund 001-370-0301-4300 (Traffic Safety) for traffic signal maintenance and repair services. For traffic signal pole knockdowns per year resulting from vehicle collisions, funds are reviewed during mid-year based on actual claims to appropriate funds as needed.

**Consideration to Approve a Professional Services Agreement with Yunex Traffic LLC, formerly Siemens Mobility, Incorporated for On-Call Traffic Signal Maintenance Services**

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**CONCLUSION:**

It is recommended that the City Council approve a contract with Yunex for traffic signal maintenance services and authorize the City Manager to execute the contract.

**ATTACHMENTS:**

- A. Contract No. 2319, including:
  - Exhibit "A" - City of Glendale Master Agreement
  - Exhibit "B" - San Fernando Inventory of Traffic Signals List
  - Exhibit "C" – Liquidated Damages Clause
  - Exhibit "D" – Yunex's Consent Letter
- B. Contract No. 1931
- C. Glendale's Notice Inviting Bids
- D. Glendale Contract, Rates and New Price Schedule



2024

CONTRACT SERVICES AGREEMENT

(Contractor: Yunex Traffic LLC)

(Nature of Engagement: On-Call Traffic Signal Maintenance Services)

(Piggyback Procurement through the City of Glendale, California)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into as of this 18<sup>th</sup> day of November, 2024, by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and YUNEX TRAFFIC LLC (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires ongoing, on-call traffic signal maintenance services; and

WHEREAS, CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, Section 2-802 (Cooperative, piggyback and multiple awarded bid purchasing with other agencies) authorizes the CITY to award contracts without first issuing a request for proposals if the purchasing agent determines it to be in the best interest of the CITY to piggyback onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency and where the services to be provided will be on the same or better pricing; and

WHEREAS, on June 22, 2023 the City of Glendale, California ("Glendale") issued a Request for Proposals for Traffic-Related Electrical Devices Maintenance Program (the "Glendale RFP"); and

WHEREAS, Glendale, through the Glendale RFP, awarded and executed that certain agreement entitled "General Services Agreement between the City of Glendale and Yunex LLC." dated February 1, 2024 (the "Master Agreement"); and

WHEREAS, on October 31, 2024, Contractor issued that certain correspondence entitled "Traffic Signal Maintenance Contract" in which Contractor authorizes the extension of all terms, conditions and pricing from the Master Agreement (the "Consent Letter"); and

**CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 2319

**Traffic Signal Maintenance Services**

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WHEREAS, the execution of this Agreement was approved by the San Fernando City Council in accordance with Section 2-802 of the San Fernando Municipal Code at its Regular Meeting of November 18, 2024 under Agenda Item No. \_\_\_\_\_.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

**SECTION 1. SCOPE OF SERVICES.**

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide and perform the various services and tasks described in the following documents:
1. The Master Agreement, excluding Exhibit A-1 of the Master Agreement entitled "Traffic Signals and Other Electrical-Related Traffic Device Locations – Inventory of Traffic Signals" (A true and correct copy of the Master Agreement is attached and incorporated hereto as **Exhibit "A"**); and
  2. That certain document of the CITY entitled "**San Fernando Inventory of Traffic Signals**" a true and correct copy of which is attached and incorporated hereto as **Exhibit "B"**. (For purposes of the Master Agreement, all references to Exhibit A-1 shall mean and refer to the San Fernando Inventory of Traffic Signals document attached hereto as Exhibit "B"); and
  3. CONTRACTOR's fully executed Liquidated Damages Clause form, the form of which is attached as Exhibit 6 (Liquidated Damages Clause) which is attached and incorporated hereto as **Exhibit "C"**; and
  4. The Consent Letter a true and correct copy of which is attached and incorporated hereto as **Exhibit "D"**; and
- B. For purposes of this Agreement, the capitalized term "Scope of Services" shall be a collective reference to the various services and tasks referenced in Exhibits "A" through "D" of this Agreement as identified in paragraph (A) of this Section, above. For purpose of this Agreement the capitalized term "Services" shall be a collective reference to all of the various services and tasks to be provided and/or performed by CONTRACTOR as described in the documents that comprise the Scope of Services. Consistent with CONTRACTOR's representations in the Consent Letter and subject to the provisions of this Agreement document, CONTRACTOR agrees to provide and perform the Services to CITY at unit pricing that is equal to or lesser than the unit pricing extended to Glendale under the Master Agreement. For purpose of this Agreement, all reference to "City" in the Master Agreement shall mean the City of San Fernando.
- C. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services. CONTRACTOR shall perform the Services accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.

**CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 2319

**Traffic Signal Maintenance Services**

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- D. Except as otherwise provided in this Agreement document and subject to the provisions of this paragraph (D), below, the provisions of the Master Agreement are incorporated into this Agreement by this reference. The provisions of paragraphs (A) through (C), above, notwithstanding:
1. The resolution, reconciliation or harmonization of conflicts or inconsistencies as between the various exhibits to this Agreement or as between the various exhibits to this Agreement and the text of the Agreement document to which the exhibits are attached shall not be resolved, reconciled or harmonized in a manner that conflicts with the requirements of San Fernando Municipal Code Section 2-802 that any Services be provided at the same or better unit pricing as set forth in Exhibit "C" of the Master Agreement.
  2. Except as otherwise provided under paragraph (D)(1) of this Section, above, whenever the provisions of an exhibit to this Agreement conflict with, or are inconsistent with, the provisions of another exhibit to this Agreement or the provisions of this Agreement document to which the exhibits are attached: (i) any provision imposing a higher duty or standard of care or performance by CONTRACTOR shall govern and control; (ii) any provision granting the CITY greater discretion, authority or protection shall govern and control; and (iii) to the extent this Agreement requires compliance with prevailing wage and other labor laws of the State of California as well as federal prevailing wage and other labor laws, the more stringent provisions of such laws shall govern and control to the extent of any conflict or inconsistency as between the two.
  3. Except as otherwise provided under subparagraphs (D)(1) and (D)(2) of this Section, above, in the event of any conflict or inconsistency between the provisions of this Agreement document and the provisions of any exhibits attached to this Agreement document, the provisions of this Agreement document shall govern and control but only to the extent of the conflict or inconsistency and no further.
- E. CONTRACTOR warrants and represents that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Services to be provided under this Agreement and the location(s) where such Services are to be performed; and (ii) has carefully considered how the Services should be performed. CONTRACTOR acknowledges and agrees that it has inspected, or has had the opportunity to inspect, any location where the Services are to be performed and has or will acquaint itself with the conditions and characteristics of the same before commencing any of the Services. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Services, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative.

**CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 2319

**Traffic Signal Maintenance Services**

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- F. In the event CONTRACTOR ceases to perform the Services agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to the expiration of the Term, defined below, or any extension term, CONTRACTOR shall deliver to CITY immediately and without delay, all reports and other records and data which CONTRACTOR was required to provide or make available to CITY under this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

**SECTION 2. TERM AND PERFORMANCE OF SERVICES.**

- A. Notwithstanding anything in Section 2.0 (Term) of the Master Agreement to the contrary,, this Agreement shall have a term of three (3) years (the "Term") commencing as of the date the Agreement is signed by all of the Parties (the "Effective Date"). The City Manager may administratively approve a maximum of two (2), one-year extension terms subject to the same term and conditions set forth herein.
- B. CONTRACTOR shall perform the Services contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONTRACTOR to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services are in fact performed and completed by CONTRACTOR and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
1. A detailed description of the specific services or tasks requested;
  2. The location of where the particular services or tasks are to be performed, if applicable;
  3. A not-to-exceed budget for performing the services or tasks;
  4. A timeline for completing the requested services or tasks;
  5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
  6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- C. CONTRACTOR shall not perform any Services without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- D. Time is of the essence in the performance of Services under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall begin and complete performance of the Services to completion in a timely and a diligently manner as possible.



**SECTION 3. COMPENSATION.**

- A. CONTRACTOR shall perform all the Services in accordance with schedule of charges attached to the Master Agreement as Exhibit "B") (hereinafter, the "Approved Compensation Schedule").
- B. The Approved Compensation Schedule notwithstanding, CONTRACTOR's total compensation for all Services performed under this Agreement during any single contract year shall not exceed the aggregate sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000)** (hereinafter, the "Annual Not-to-Exceed Sum"). For purposes of this Agreement the term "contract year" shall mean a one-year period of time commencing on the Effective Date and each anniversary of the Effective Date thereafter. CONTRACTOR further agrees that the Annual Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services.
- C. Following the completion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed in the recently concluded calendar month. The invoice shall identify all services and tasks performed during the recently concluded calendar month and the corresponding subtotal for the same as well as all equipment costs and other charges. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

**SECTION 4. STANDARD OF CARE.**

- A. In addition to, and not lieu of, the provisions of Section 3.3 (Professional Standard of Care), CONTRACTOR agrees as follows:
1. CONTRACTOR agrees that all Services shall be performed in a skillful and competent, manner, consistent with the standards generally recognized as being employed by contractors and professionals in the same field and discipline in the State of California; and
  2. CONTRACTOR represents all personnel assigned to perform the Services for CITY under this Agreement shall possess the skill, training and experience necessary to competently perform the Services and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Services; and

**CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 2319

**Traffic Signal Maintenance Services**

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3. CONTRACTOR shall perform and complete all of the Services in a manner that is reasonably satisfactory to CITY; and
  4. CONTRACTOR shall comply with all applicable federal, State and local laws and regulations, including all applicable Cal/OSHA regulations in the performance of this Agreement; and
  5. CONTRACTOR understands the nature and scope of the Services to be performed under this Agreement as well as any and all applicable schedules of performance; and
  6. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools and materials necessary, in the reasonable opinion of CITY, to perform Services in compliance with the standard of care set forth in this Section and to timely complete the Services within the time period specified within each Work Order; and
  7. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the City Representative's sole and absolute discretion.
- B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.
- C. The skills, training, knowledge, experience and resources of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the personnel who will perform the Services provided. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement with the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and any such unauthorized transfer or assignment shall constitute a material breach of this Agreement.

**SECTION 5. REPRESENTATIVES.**

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.
- B. Contractor Representative. For the purposes of this Agreement, \_\_\_\_\_ is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

**SECTION 6. CONTRACTOR'S PERSONNEL.**

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Services and all other related tasks contemplated under this Agreement.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services.
- C. CONTRACTOR shall be solely responsive for the payment of any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Services.
- D. CONTRACTOR shall be solely responsible for the satisfactory performance of all personnel working on CONTRACTOR's behalf in the performance of this Agreement.
- E. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's employees or subcontractors assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such employees or subcontractors immediately upon receiving notice from CITY.
- F. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

**CONTRACT SERVICES AGREEMENT****Traffic Signal Maintenance Services**

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CONTRACT NO. 2319

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**SECTION 7. [RESERVED – NO TEXT]****SECTION 8. [RESERVED – NO TEXT]****SECTION 9. CONFLICTS OF INTEREST.**

- A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- B. CONTRACTOR shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code Sections 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer or employee of CONTRACTOR is or has been an official, officer, employee, agent or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent or appointee of CONTRACTOR was an official, officer, employee, agent or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090.
- C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty.

**SECTION 10. INDEPENDENT CONTRACTOR.**

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise

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any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the duration of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Services. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the Services under this Agreement. CONTRACTOR is permitted to provide similar work and services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.
- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**SECTION 11. [RESERVED – NO TEXT].****SECTION 12. NON-DISCRIMINATION.**

- A. CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any

that is the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.

- B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to perform any of the Services under this Agreement.

### **SECTION. 13. INDEMNIFICATION.**

- A. Subject to paragraphs (B) through (D) of this Section, below, the duty of CONTRACTOR to indemnify, defend and hold harmless as set forth under Section 12.0 (Indemnity) shall be extended to CITY and CITY's elected and appointed officials, officers, employees and agents (collectively, the "City Indemnitees") on the same terms and conditions as the duty is extended to Glendale and its officers, employees and agents.
- B. CITY shall have the right to offset against the amount of any compensation due to CONTRACTOR under this Agreement, any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to either pay CITY promptly for any costs associated with CONTRACTOR's obligations to indemnify the City Indemnitees under this Article or related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- C. CITY does not and shall not waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. Any obligations of CONTRACTOR, to indemnify, defend and hold harmless the City Indemnitees shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- D. Any duty to indemnify, defend and hold harmless the City Indemnitees as set forth in this Agreement shall survive the early termination or normal expiration of this Agreement.

### **SECTION 14. INSURANCE.**

- A. Subject to the provisions of paragraph (B) of this Section, CONTRACTOR shall procure and at all times maintain those policies of insurance identified under Section 11.0 (Insurance) of the Master Agreement and Exhibit "C" of the Master Agreement on the same terms, conditions, restrictions and requirements set forth under the same.

**CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 2319

**Traffic Signal Maintenance Services**

Page 11 of 16

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- B. Paragraph A of this Section notwithstanding, CONTRACTOR shall also comply with the following additional requirements:
1. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
  2. Prior to performing any Services under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
  3. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
  4. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
  5. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
  6. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
  7. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.

**SECTION 15. [RESERVED – NO TEXT]**

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**SECTION 16. TERMINATION.**

- A. The provision of this Section shall govern and control over the provisions of Section 13.0 (Default, Remedies and Termination) of the Master Agreement which is hereby repealed and of no force or effect.
- B. Termination Without Cause. CITY may immediately terminate this Agreement at any time for convenience and without cause by giving no less than thirty (30) days prior written notice to CONTRACTOR of CITY's intent to so terminate this Agreement. Upon such termination for convenience, CONTRACTOR will be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under paragraph (C) of this Section, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all records and documentation owned by or prepared for CITY pursuant Section 5 (Records and Documents) of the Master Agreement. No actual or asserted breach of this Agreement on the part of CITY pursuant to paragraph (C), below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- C. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall also include, but shall not be limited to the following: (i) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; or (ii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect. If CONTRACTOR fails to cure any Event of Default within the applicable cure period below or any extended cure period authorized by the CITY in writing, CITY, in its discretion, may impose liquidated damages upon CONTRACTOR as provided under CONTRACTOR's fully executed Liquidated Damages Clause form which is attached to this Agreement document as **Exhibit "C"**.
1. CONTRACTOR shall cure the following Events of Default within the following time periods:
    - i. Within five (5) business days of CITY's issuance of a Default Notice for any



failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 5-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 5-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 5-day cure period; or

- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period.
3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the

reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law, in the Baseline Requirements or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Impose liquidated damages as provided under Section 10.3 (Liquidated Damages) of the Master Agreement; and
  - iii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
  - iv. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - v. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.
7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 2319

**Traffic Signal Maintenance Services**

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**SECTION 17. [RESERVED – NO TEXT]**

**SECTION 18. NOTICES.** Section 14.12 (Notices) of the Master Agreement notwithstanding, the contact information for CITY for purposes of paragraph (C) of Section 14.12 (Notices) shall be as follows:

**CITY:**

City of San Fernando  
Attn: Public Works Director  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Public Works Director  
Phone: (818) 898-1222

**CONTRACTOR:**

**SECTION 19. PROHIBITION.** CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

**SECTION 21. ENTIRE AGREEMENT.** Notwithstanding anything in the documents comprising the Scope of Services to the contrary, this Agreement together with those documents comprising the Scope of Services constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written or entered into between the CONTRACTOR and CITY prior to the execution of this Agreement. No statements or representations or other agreements, whether oral or written, mad by any party which are not embodied herein shall be valid and binding.

**[SIGNATURE PAGE TO FOLLOW]**

**CONTRACT SERVICES AGREEMENT**

**Traffic Signal Maintenance Services**

Page 16 of 16

CONTRACT NO. 2319

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF SAN FERNANDO**

By: \_\_\_\_\_  
Nick Kimball, City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Richard Padilla, City Attorney

Date: \_\_\_\_\_

**YUNEX LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Adopted  
10/31/23  
Kassakhian/Devine  
Absent: Asatryan

RESOLUTION NO. 23-160

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, CALIFORNIA DISPENSING WITH COMPETITIVE BIDDING; APPROVING A CONTRACT AWARD THROUGH A COMPETITIVE REQUEST FOR PROPOSAL PROCUREMENT PROCESS; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A MULTI-YEAR (THREE YEARS AND FIVE MONTHS) SERVICE AGREEMENT WITH YUNEX TRAFIC LLC FOR MAINTENANCE SERVICES FOR THE CITY'S TRAFFIC SIGNALS AND OTHER TRAFFIC-RELATED ELECTRICAL DEVICES IN THE AMOUNT OF \$2,975,058, WITH AN OPTION FOR TWO ONE-YEAR EXTENSIONS FOR A TOTAL AGREEMENT DURATION OF FIVE YEARS AND FIVE MONTHS AND TOTAL AGREEMENT AMOUNT OF \$5,499,529**

**WHEREAS**, the Public Works department is responsible for maintaining traffic signals and other electrically powered traffic devices, including preventive and responsive activities to preserve traffic signal infrastructure necessary for the safe and efficient utilization of the city's streets; and

**WHEREAS**, essential to these services is the ability to provide flexible, responsive, efficient, and effective services in order to maximize mobility and safety to the public; and

**WHEREAS**, due to the largely undefinable nature of this work, as well as the highly technical and complicated extent of the work including electrical trades and software and hardware maintenance, as well as emerging technologies, the procurement for a service provider for the Traffic-Related Electrical Devices Maintenance Program does not readily lend itself to a competitive bidding process; and

**WHEREAS**, a competitive Request for Proposal (RFP) process is better suited for obtaining a qualified service provider, as it allows for an evaluation of proposals based on important criteria that cannot be considered in a rigid low bid process, such as technical expertise and flexibility; and

**WHEREAS**, on June 26, 2023, the City of Glendale released a Request for Proposals (RFP) 2023-006 for the maintenance of traffic signals and other traffic-related electrical devices; and

**WHEREAS**, the RFP process was selected so that the service agreement will cover the wide-range of potential troubleshooting, maintenance and repair services that may be needed in the duration of the agreement that may currently be unknown or otherwise difficult to quantify; and

**WHEREAS**, the RFP was shared with experienced electrical contractors, posted on the city's website, and advertised in the Crescenta Valley Weekly; and

**WHEREAS**, on July 27, 2023, the city received three proposals and staff reviewed and evaluated all proposals based on the following criteria: qualifications and experience, quality of submittal, understanding of scope and methodology, and cost/budget control. Additionally, all proposers were interviewed; and

**WHEREAS**, based on a combination of written submittals and the results of the interviews, the Yunex Traffic LLC team was determined to be the top ranked firm for the Traffic-Related Electrical Devices Maintenance Program; and

**WHEREAS**, Yunex Traffic LLC has recent experience on a variety of Public Works maintenance programs of similar scope and cost such as for the cities of Anaheim, Garden Grove, and Newport Beach and they currently maintain traffic signals, streetlights, fiber optic, and other related equipment for over 138 agencies encompassing over 4,000 signalized locations of assorted sizes from full function intersections to in-pavement flashing crosswalks and rapid flashing beacons; and

**WHEREAS**, Yunex Traffic LLC proposed a robust signal maintenance program with a project team dedicated to Glendale, versatile capabilities and the ability to deploy additional resources to Glendale if needed; and

**WHEREAS**, Yunex Traffic LLC demonstrated they possess valuable expertise and in-house capabilities in troubleshooting communication systems and a sophisticated yet user-friendly asset management and activity tracking system; and

**WHEREAS**, Yunex Traffic LLC recently completed the Citywide Battery Backup System (BBS) Project for Glendale and their references were all positive; and

**WHEREAS**, bidding out the signal maintenance program may lead to increased costs such change orders and additional mobilization expense due to the nature of the program and responding emergency events, and

**WHEREAS**, Glendale City Charter, Article VI, Sec. 9 provides an exemption to competitive bidding where the Council determines it is in the best interest of the city to dispense with competitive bidding.

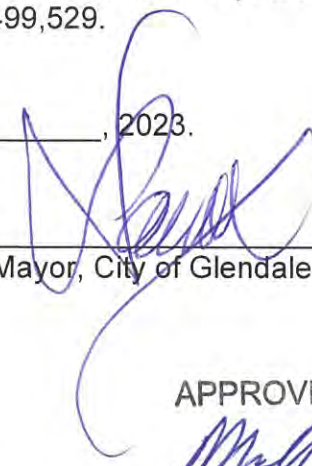
**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE:**

**Section 1.** The foregoing facts are deemed to be true and correct and are a basis for dispensing with competitive bidding and the Council hereby finds that it is in the best interests of the city to dispense with competitive bidding, approve a contract award through a competitive request for proposal procurement process, and authorize the execution of an agreement with the highest scoring proposer.

**Section 2.** The Council hereby:

- (1) Dispenses with competitive bidding; and
- (2) Authorizes the City Manager or a designee to execute a multi-year service agreement with Yunex Traffic LLC for the Maintenance of Traffic Signals and other Traffic-Related Electrical Devices in the amount of \$2,975,058 for three years and five months and authorizes an option for two one-year agreement extensions for a total agreement duration of five years and five months and total agreement amount of \$5,499,529.

Adopted this 31st day of October, 2023.

  
\_\_\_\_\_  
Mayor, City of Glendale

ATTEST:

  
\_\_\_\_\_  
City Clerk

STATE OF CALIFORNIA           )  
COUNTY OF LOS ANGELES    ) SS  
CITY OF GLENDALE             )

APPROVED AS TO FORM

  
\_\_\_\_\_  
CITY ATTORNEY

DATE 12/5/23

I, Suzie Abajian, Ph.D., City Clerk of the City of Glendale, certify that the foregoing Resolution No. 23-160 was Adopted by the Council of the City of Glendale, California, at a regular meeting held on the 31st day of October, 2023, the same was adopted by the following vote:

Ayes: Devine, Kassakhian, Najarian, Brotman

Noes: None

Absent: Asatryan

Abstain: None

  
\_\_\_\_\_  
City Clerk



## CITY OF GLENDALE, CALIFORNIA REPORT TO THE CITY COUNCIL

### **AGENDA ITEM**

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Report: Traffic-Related Electrical Devices Maintenance Program, Award Service Agreement

1. Resolution dispensing with competitive bidding, approving a contract award through a competitive request for proposal procurement process, and authorizing the City Manager or a designee to execute a multi-year service agreement, including the option for two one-year extensions, with Yunex Traffic LLC, to provide maintenance services for the City's traffic signals and other traffic-related electrical devices.

### **COUNCIL ACTION**

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**Item Type: Action**

**Approved for** October 31, 2023 **calendar**

### **EXECUTIVE SUMMARY**

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A service agreement is needed to continue maintenance of the city's traffic signals and other traffic-related electrical devices.

Following a Request for Proposals (RFP) process, the service team of Yunex Traffic LLC is recommended to perform maintenance of traffic signals and other traffic-related electrical devices in the city. An RFP process was used instead of traditional competitive bidding process due to the undefinable nature of this maintenance and repair work, and the flexibility that is required for the vast span of equipment and devices requiring service and ongoing evolution of this technology. The proposed service agreement with Yunex Traffic LLC for a base contract period ending June 30, 2027, with the option for two one-year extensions will cost \$5,499,529.



## **COUNCIL PRIORITIES**

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Mobility, Traffic and Pedestrian Safety: Traffic-related electrical devices are crucial for safety and mobility in Glendale. Maintaining traffic signals is vital, as they regulate traffic, provide controlled crossings for pedestrians, reduce accidents, and improve safety for all roadway users.

Operational Efficiency: Well-maintained traffic signals and other traffic-related electrical devices ensure safe roadways and efficient operations of the city's transportation system.

## **RECOMMENDATION**

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Approve a resolution dispensing with competitive bidding, approving a contract award process through a request for proposal procurement process, and authorizing the execution of a multi-year service agreement with the option for two one-year extensions with Yunex Traffic LLC for the Traffic-Related Electrical Devices Maintenance Program in the amount of \$5,499,529.

## **BACKGROUND**

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The city currently operates 242 traffic signals, 9 signalized pedestrian crosswalks, 62 flashing beacons, an in-pavement lighted crosswalk, numerous radar speed feedback signs, and an extensive underground fiber optic communications network that links the traffic signal system for optimal coordination in a modern traffic environment.

Collectively, these devices have an estimated replacement cost surpassing \$150M, and are critical assets to the city. While designed and manufactured with durability in mind, traffic signals and electrical devices must be diligently maintained, and when needed, quickly repaired, in order to maintain public safety, reduce greenhouse gases, and improve mobility at intersections for all modes of travel, with an emphasis on bicyclists, pedestrians, transit, and emergency vehicles.

Activities for a traffic signal maintenance contractor can generally be divided into three basic categories: routine preventive maintenance, extraordinary maintenance, and operational and equipment modifications. Each are described below:

- Preventative maintenance activities are comprised of routine scheduled inspections and testing to ensure all equipment is in good working condition. Any equipment or component that is found unserviceable or operating below required standards is replaced in the process. Preventive maintenance activities reduce the incidence of malfunctions, outages, and complaints, as well as extend the useful life of the equipment.
- Extraordinary maintenance activities are comprised generally of non-recurring and unscheduled work. Examples of extraordinary maintenance include responding to reports of signal controller malfunctions, intersections on 4-way flash, burned-out lamps, and equipment knockdowns and malfunctions. This category also includes trouble-shooting traffic detection, monitoring and

communication systems, as well as investigating operational complaints. Marking the locations of underground traffic signal equipment when requested under Government Code Section 4216 ("dig-alert") is also an extraordinary maintenance activity.

- Lastly, a key function of any traffic signal maintenance contractor is to assist with implementing operational and equipment changes as traffic volumes, patterns, safety needs and conditions necessitate. Such activities would include, but not be limited to, modifying, or upgrading existing traffic signal equipment, installing new flashing beacon systems, adding protected left-turn phasing for traffic signals, implementing signal timing changes, providing technical support during signal construction, and bench-testing new equipment prior to field deployments.

In the past, the City of Glendale has opted to contract private companies for its traffic signal maintenance needs. This choice was driven by the staff's belief that outsourcing this maintenance is more cost-effective compared to maintaining a dedicated city crew, which would involve acquiring and upkeeping specialized vehicles, equipment, parts, and storage facilities.

The city's current traffic signal maintenance agreement is with Econolite Systems, which originally expired on September 30, 2023. The City extended this contract on a month-to-month basis until January 31, 2024. Econolite Systems has provided signal maintenance services to the city for the past 5 years, having been selected through a competitive RFP process in 2018.

Due to the largely undefinable nature of this work, as well as the highly technical and complicated extent of the work including electrical trades and software and hardware maintenance, as well as emerging technologies, the procurement for a service provider for the Traffic-Related Electrical Devices Maintenance Program does not readily lend itself to a competitive bidding process whereas a competitive Request for Proposal procurement process is better suited for obtaining a qualified service provider, as it allows for an evaluation of proposals based on important criteria that cannot be considered in a rigid low bid process, such as technical expertise and flexibility. For this reason, dispensing with competitive bidding to award a service agreement is recommended.

This agreement will cover numerous devices that require maintenance and repair in traffic signals, flashing beacons, speed radar systems and related electrical systems. A traffic Signal controller cabinet for example, contains many individual sensors, wires, relays and timer devices within the cabinet that require individual troubleshooting, repair or replacement to resolve electrical issues. Furthermore, as technology improves and newer devices are installed, the maintenance contractor must be able to maintain a variety of equipment including older traffic signals as well as newer technology. Thus,

the proposed service agreement is designed to provide flexibility to allow for maintenance activities of many different types of devices that vary for each location.

Maintenance of public works contracts that follow a formal competitive bidding process requires a specific scope of work, including specific labor tasks and materials. The maintenance services covered in the proposed service agreement allows for tasks that are unknown until failures or damages occur and do not have a specific timeline or list material until the problem is resolved. The RFP process allows city staff to evaluate the capacity of proposing firms to repair and maintain traffic signal equipment in Glendale and quickly respond to device outages. Due to the nature of traffic signal maintenance services, many other California cities have also opted to procure these services in 2023 from an RFP process such as Azusa, Morgan Hill and Arroyo Grande.

## **ANALYSIS**

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To ensure safe roadways and efficient operations of the city's transportation system, staff recommends using a professional maintenance and repair services firm.

An RFP was issued on June 26, 2023, for maintenance of traffic signals and other traffic-related electrical devices. To further ensure competitive proposals, the city shared the RFP with experienced electrical contractors, posted the solicitation on the city's website, and advertised in the Crescenta Valley Weekly.

On July 27, 2023, the city received three proposals for the Traffic-Related Electrical Devices Maintenance Program under RFP# 2023-006.

An evaluation team of staff from Public Works reviewed the proposals. The proposals were all ranked based on the following criteria: qualifications and experience, quality of submittal, understanding of scope and methodology, and cost/budget control. All the proposers for each project were then interviewed.

Based on the combination of written submittals and the results of the interviews, the Yunex Traffic LLC team was determined to be the top ranked firm for the Traffic-Related Electrical Devices Maintenance Program.

Yunex Traffic LLC has recent experience on a variety of Public Works maintenance programs of similar scope and cost. They currently maintain traffic signals, streetlights, fiber optic, and other related equipment for over 138 agencies encompassing over 4,000 signalized locations of assorted sizes from full function intersections to in-pavement flashing crosswalks and rapid flashing beacons. They have also successfully delivered similar projects for the cities of Anaheim, Garden Grove, and Newport Beach. Moreover, they recently completed the Citywide Battery Backup System (BBS) Project. City staff also checked Yunex Traffic LLC's references, which were all positive.

It is also worth noting that Yunex Traffic LLC earned the highest ranking due to its

exceptional quality service, a proposed robust maintenance program, a dedicated project team for Glendale, versatile capabilities, and the availability of additional resources that can be directed to our city. Furthermore, the firm possesses valuable expertise and in-house capabilities in troubleshooting communication systems. They also offer a sophisticated yet user-friendly asset management and activity tracking system. This system is a comprehensive database containing details about each signalized location (design, operational information, maintenance schedules, equipment inventory, history, etc.), the status of pending extraordinary maintenance activities, and tools to help city staff generate reports for monitoring budget and performance.

The below table shows the estimated costs of the traffic signal maintenance program for FY 2023-24 through FY 2026-27 for the base multi-year contract and FY 2027-28 through FY 2028-29 for the optional one-year contract extensions. The costs are broken into three components based on Yunex Traffic LLC's proposed fees.

1. Preventive maintenance: Costs are calculated based upon unit prices provided by Yunex Traffic LLC to maintain various device types. The respective unit prices are multiplied by the number of corresponding traffic devices that the city currently maintains. These costs can increase as additional devices are installed in the future.
2. Extraordinary maintenance: Costs are for repairing malfunctioned or damaged traffic equipment, responses to emergency knockdowns, markings for underground facilities, and miscellaneous services. These costs are estimated based on historical maintenance records and labor/equipment rates provided by Yunex Traffic LLC.
3. Installations and modifications: When requested by the city, Yunex Traffic LLC will perform traffic signal modifications and installations of new traffic-related electrical devices for small-scale projects such as, but not limited to, adding protected left-turn phasing for traffic signals and installing flashing beacons.

| Contract Component           | FY 23-24<br>(Five Months) | FY24-25   | FY25-26   | FY26-27   | FY27-28<br>(Optional One-Year Extension) | FY28-29<br>(Optional One-Year Extension) | Total       |
|------------------------------|---------------------------|-----------|-----------|-----------|--|--|-------------|
| Preventive Maintenance       | \$145,510                 | \$359,701 | \$370,492 | \$381,606 | \$393,055                                | \$404,846                                | \$2,055,210 |
| Extraordinary Maintenance    | \$176,080                 | \$435,270 | \$448,328 | \$461,778 | \$475,631                                | \$489,900                                | \$2,486,987 |
| Installation & Modifications | \$67,780                  | \$167,551 | \$172,578 | \$177,755 | \$183,088                                | \$188,580                                | \$957,332   |

|                       |                  |                  |                  |                    |                    |                    |                    |
|-----------------------|------------------|------------------|------------------|--------------------|--------------------|--------------------|--------------------|
| <b>Total Estimate</b> | <b>\$389,370</b> | <b>\$962,522</b> | <b>\$991,398</b> | <b>\$1,021,139</b> | <b>\$1,051,774</b> | <b>\$1,083,326</b> | <b>\$5,499,529</b> |
|-----------------------|------------------|------------------|------------------|--------------------|--------------------|--------------------|--------------------|

Grant funding is not associated with this signal maintenance agreement. There are no revenue offsets associated with this agenda item. In addition, there are no additional staffing or personnel costs associated with this item.

|                                   |   |
|-----------------------------------|---|
| <b>Project Description:</b>       | Traffic-Related Electrical Devices Maintenance Program  |
| <b>RFP Approved:</b>              | N/A   |
| <b>Advertisement Method:</b>      | Bid America, The Blue Book, Construction Bid Board, Construct Connect, Direct Connection, PlanIT Reprographics, Dodge Data & Analytics, eBidBoard, Glendale Independent Newspaper, City's website |
| <b>RFP Issued:</b>                | June 26, 2023   |
| <b>RFP Due Date:</b>              | July 27, 2023   |
| <b>Company Name (s):</b>          | 1. Yunex Traffic, LLC<br>2. Econolite Systems, Inc.<br>3. Crosstown Electrical & Data, Inc.   |
| <b>Selection Criteria:</b>        | Qualifications and experience, quality of submittal, understanding of scope and methodology, and cost/budget control  |
| <b>Recommended Consultant</b>     | Yunex Traffic LLC   |
| <b>New / Existing Consultant:</b> | Existing  |
| <b>Procurement Method:</b>        | RFP   |
| <b>Contract Term:</b>             | 3 years and 5 months; Option for two one-year extensions  |
| <b>Contract Begins:</b>           | Upon signing of contract  |
| <b>Contract Ends:</b>             | Upon the expiration date of the contract  |

**STAKEHOLDERS/OUTREACH**

Not Applicable.

**FISCAL IMPACT**

The service agreement with Yunex Traffic LLC for the Traffic-Related Electrical Devices Maintenance Program will cost \$5,499,529 for five years and five months term. The cost for these services for five months in FY 2023-24 is \$389,370 which was approved as a part of the FY 2023-24 budget. No new appropriation is being requested at this time. Staff anticipates a 3% annual increase in costs based on the assumption of a 3% annual increase in the Consumer Price Index of Los Angeles County, as published by the US Department of Labor. Future year costs will be budgeted as part of the annual budget process. The City Council approved funding is outlined below:

| Existing Appropriation |                               |                |
|------------------------|-------------------------------|----------------|
| Amount                 | Account String                | Funding Source |
| \$389,370              | GL: 43110-1010-PWD-7516-P0000 | General Fund   |

**ENVIRONMENTAL REVIEW (CEQA/NEPA)**

The Project is categorically exempt from environmental review because of CEQA Guidelines §§ 15301.

**CAMPAIGN DISCLOSURE**

The names and business addresses of the members of the board of directors, the chairperson, CEO, COO, CFO, Subcontractors and any person or entity with more than 10 percent interest in the company proposed for contract in this Agenda Item Report are attached in Exhibit 2, in accordance with the City Campaign Finance Ordinance No. 5744.

**ALTERNATIVES**

The alternatives related to the proposed Motion and Resolution are as follows:

- Alternative 1: Approve the resolution dispensing with competitive bidding and authorizing a service agreement with Yunex Traffic LLC for the Traffic-Related Electrical Devices Maintenance Program for \$5,499,529 for five years and 5 months.
- Alternative 2: Do not approve the motion to authorize a service agreement with Yunex Traffic LLC for the Traffic-Related Electrical Devices Maintenance Program. The current traffic signal maintenance contract will expire on January 31, 2024, and the city will not be able to ensure safe roadways and efficient operations of the city’s transportation system.

Alternative 3: The City Council may consider any other alternative not proposed by staff.

### **ADMINISTRATIVE ACTION**

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**Prepared by:**

Pastor Casanova, T.E., Principal Traffic Engineer  
Saed Roudsari, P.E., Traffic Engineer II

**Approved by:**

Roubik R. Golanian, P.E., City Manager

### **EXHIBITS/ATTACHMENTS**

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Exhibit 1: Project Location Map

Exhibit 2: Campaign Disclosure Forms

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, CALIFORNIA DISPENSING WITH COMPETITIVE BIDDING; APPROVING A CONTRACT AWARD THROUGH A COMPETITIVE REQUEST FOR PROPOSAL PROCUREMENT PROCESS; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A MULTI-YEAR (THREE YEARS AND FIVE MONTHS) SERVICE AGREEMENT WITH YUNEX TRAFIC LLC FOR MAINTENANCE SERVICES FOR THE CITY'S TRAFFIC SIGNALS AND OTHER TRAFFIC-RELATED ELECTRICAL DEVICES IN THE AMOUNT OF \$2,975,058, WITH AN OPTION FOR TWO ONE-YEAR EXTENSIONS FOR A TOTAL AGREEMENT DURATION OF FIVE YEARS AND FIVE MONTHS AND TOTAL AGREEMENT AMOUNT OF \$5,499,529**

**WHEREAS**, the Public Works department is responsible for maintaining traffic signals and other electrically powered traffic devices, including preventive and responsive activities to preserve traffic signal infrastructure necessary for the safe and efficient utilization of the city's streets; and

**WHEREAS**, essential to these services is the ability to provide flexible, responsive, efficient, and effective services in order to maximize mobility and safety to the public; and

**WHEREAS**, due to the largely undefinable nature of this work, as well as the highly technical and complicated extent of the work including electrical trades and software and hardware maintenance, as well as emerging technologies, the procurement for a service provider for the Traffic-Related Electrical Devices Maintenance Program does not readily lend itself to a competitive bidding process; and

**WHEREAS**, a competitive Request for Proposal (RFP) process is better suited for obtaining a qualified service provider, as it allows for an evaluation of proposals based on important criteria that cannot be considered in a rigid low bid process, such as technical expertise and flexibility; and

**WHEREAS**, on June 26, 2023, the City of Glendale released a Request for Proposals (RFP) 2023-006 for the maintenance of traffic signals and other traffic-related electrical devices; and

**WHEREAS**, the RFP process was selected so that the service agreement will cover the wide-range of potential troubleshooting, maintenance and repair services that may be needed in the duration of the agreement that may currently be unknown or otherwise difficult to quantify; and

**WHEREAS**, the RFP was shared with experienced electrical contractors, posted on the city's website, and advertised in the Crescenta Valley Weekly; and



**WHEREAS**, on July 27, 2023, the city received three proposals and staff reviewed and evaluated all proposals based on the following criteria: qualifications and experience, quality of submittal, understanding of scope and methodology, and cost/budget control. Additionally, all proposers were interviewed; and

**WHEREAS**, based on a combination of written submittals and the results of the interviews, the Yunex Traffic LLC team was determined to be the top ranked firm for the Traffic-Related Electrical Devices Maintenance Program; and

**WHEREAS**, Yunex Traffic LLC has recent experience on a variety of Public Works maintenance programs of similar scope and cost such as for the cities of Anaheim, Garden Grove, and Newport Beach and they currently maintain traffic signals, streetlights, fiber optic, and other related equipment for over 138 agencies encompassing over 4,000 signalized locations of assorted sizes from full function intersections to in-pavement flashing crosswalks and rapid flashing beacons; and

**WHEREAS**, Yunex Traffic LLC proposed a robust signal maintenance program with a project team dedicated to Glendale, versatile capabilities and the ability to deploy additional resources to Glendale if needed; and

**WHEREAS**, Yunex Traffic LLC demonstrated they possess valuable expertise and in-house capabilities in troubleshooting communication systems and a sophisticated yet user-friendly asset management and activity tracking system; and

**WHEREAS**, Yunex Traffic LLC recently completed the Citywide Battery Backup System (BBS) Project for Glendale and their references were all positive; and

**WHEREAS**, bidding out the signal maintenance program may lead to increased costs such change orders and additional mobilization expense due to the nature of the program and responding emergency events, and

**WHEREAS**, Glendale City Charter, Article VI, Sec. 9 provides an exemption to competitive bidding where the Council determines it is in the best interest of the city to dispense with competitive bidding.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE:**

**Section 1.** The foregoing facts are deemed to be true and correct and are a basis for dispensing with competitive bidding and the Council hereby finds that it is in the best interests of the city to dispense with competitive bidding, approve a contract award through a competitive request for proposal procurement process, and authorize the execution of an agreement with the highest scoring proposer.

**Section 2.** The Council hereby:

- (1) Dispenses with competitive bidding; and
- (2) Authorizes the City Manager or a designee to execute a multi-year service agreement with Yunex Traffic LLC for the Maintenance of Traffic Signals and other Traffic-Related Electrical Devices in the amount of \$2,975,058 for three years and five months and authorizes an option for two one-year agreement extensions for a total agreement duration of five years and five months and total agreement amount of \$5,499,529.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor, City of Glendale

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) SS  
CITY OF GLENDALE             )

I, Suzie Abajian, Ph.D., City Clerk of the City of Glendale, certify that the foregoing Resolution No. \_\_\_\_\_ was Adopted by the Council of the City of Glendale, California, at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2023, the same was adopted by the following vote:

Ayes:

Noes:

Absent:

Abstain:

\_\_\_\_\_  
City Clerk

CITY OF GLENDALE'S  
TRAFFIC SIGNAL  
LOCATION MAP  
EXHIBIT 1



## EXHIBIT 2

**IV. DISCLOSURE - CAMPAIGN FINANCE ORDINANCE – CONTRACTORS AND SUBCONTRACTORS**

The City Council adopted Ordinance No. 5744, "Campaign Finance Ordinance," which became effective on September 9, 2011, and amended it with Ordinance No. 5768, which became effective on March 15, 2012 ("the Ordinance"). The Ordinance prohibits: (1) A contractor\* (including a subcontractor\*\*)— who has a contract with the City of Glendale ("City"), Glendale Successor Agency or Glendale Redevelopment Agency ("GSA"), or the Housing Authority of the City of Glendale ("HA") and that contract is subject to approval by the City Council, GSA, or HA— from making a contribution to a City Council member, GSA member, HA member, City Clerk, or City Treasurer; and (2) Council members, GSA members, and HA members from voting on matters concerning a contract affecting a contractor or subcontractor who has provided a campaign contribution.

The provisions of the Ordinance restricting Council members from voting on matters affecting campaign contributors applies to a contractor whose contract requires the City Council's, GSA's, or HA's approval, and specified subcontractors. A contract with the City, GSA, or HA is known as a "City Contract." The Ordinance excludes a competitively bid contract awarded to the lowest responsible bidder.

To assist members of the City Council, GSA, and HA before they vote on a matter regarding a City Contract, the Ordinance requires City staff to prepare this report which discloses certain information about: the contractor receiving the City Contract, and specified subcontractor(s) working under the City Contract.

- Information that must be disclosed:**
- Name of the person, entity, or organization (i.e., the Contractor or Subcontractor)
  - Name of the Chief Executive Officer/President
  - Chief Operating Officer
  - Chief Financial Officer
  - Chairperson
  - All members of the Board of Directors
  - All persons who own more than 10% of the person, entity, or organization
  - Name of any campaign committee owned or controlled by the person, entity, or organization

**Please complete the following disclosure form:**

**Contractor(s)\*:**

| Name          |                                     | Address                                   |        |       |       |
|---------------|-------------------------------------|---|--------|-------|-------|
| Yunex LLC     |                                     | 1026 E. Lacy Ave., Anaheim, CA 92805      |        |       |       |
| Full Name     | Title                               | Business Address                          | City   | State | Zip   |
|               | Chairperson                         |   |        |       |       |
| Rodney Mathis | Chief Executive Officer / President | 9225 Bee Cave Road, Building B, Suite 201 | Austin | TX    | 78733 |
|               | Chief Operating Officer             |   |        |       |       |
| Dirk Rauber   | Chief Financial Officer             | 9225 Bee Cave Road, Building B, Suite 201 | Austin | TX    | 78733 |
|               | Board of Directors                  |   |        |       |       |
|               | More than 10% interest owner        |   |        |       |       |

\* "Contractor" is the person, entity, or organization that is the party, or prospective party, to the contract with the City, GSA, or HA. In addition to the name of the person, or entity, the Contractor must also disclose the name(s) of that person's, entity's, or organization's Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Please disclose these persons' name and business address.

## EXHIBIT 2

Subcontractor(s)\*\*: **No Subcontractors Needed for the Scope of Work, as written**

| Name      |                                     | Address          |      |       |     |
|-----------|-------------------------------------|------------------|------|-------|-----|
| N/A       |                                     | N/A              |      |       |     |
| Full Name | Title                               | Business Address | City | State | Zip |
| N/A       | Chairperson                         | N/A              | N/A  | N/A   | N/A |
| N/A       | Chief Executive Officer / President | N/A              | N/A  | N/A   | N/A |
| N/A       | Chief Operating Officer             | N/A              | N/A  | N/A   | N/A |
| N/A       | Chief Financial Officer             | N/A              | N/A  | N/A   | N/A |
| N/A       | Board of Directors                  | N/A              | N/A  | N/A   | N/A |
| N/A       | More than 10% interest owner        | N/A              | N/A  | N/A   | N/A |

\*\* "Subcontractor" is the person, entity, or organization that has entered into a contract for the performance of all or a portion of the work undertaken under an agreement with an architect, design professional, engineer, or general or prime contract, usually by a general or prime contractor. You must also disclose the names of the Subcontractor's Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Above please disclose these persons' name and business address.

Campaign Committee owned or controlled by: **N/A**

| Title | Business Address | City | State | Zip |
|-------|------------------|------|-------|-----|
| N/A   | N/A              | N/A  | N/A   | N/A |

CERTIFICATIONOn behalf of the above-named ☒ Contractor ☐ Subcontractor:

- I acknowledge that I have a continuing obligation to update this disclosure form if I substitute— or if I select additional— architects, design professionals, contractors, or subcontractors within ten (10) days of the selection or change; and
- I hereby certify that:
  - I have identified all persons for which the Ordinance requires disclosure;
  - The information in this disclosure form (and any attachment to this form) is true, accurate, correct, and complete; and
  - I have been legally authorized to submit this disclosure form.

In total, this disclosure form (including attachments) is 2 pages.Executed on: August 3rd, 2023, at: Riverside, California.Signature:  Print Full Name: Steven Teal, Director of ServiceAddress: 1026 E. Lacy Ave., Anaheim, CA 92805Phone Number: (951) 784-6600 E-mail Address: steven.teal@yunextraffic.com

CONTRACT No. 8002402

## **GENERAL SERVICES AGREEMENT**

BETWEEN THE CITY OF GLENDALE  
AND  
YUNEX LLC.

**THIS AGREEMENT** ("Agreement"), effective February 1st, 2024 ("Effective Date"), is between the City of Glendale ("CITY"), a municipal corporation, and Yunex LLC. ("CONTRACTOR"), a California corporation \_ (collectively, "PARTIES" or individually, "PARTY").

### **RECITALS**

A. CITY is a public entity organized and existing under its Charter and the State of California's Constitution.

B. CONTRACTOR represents that CONTRACTOR is, and will continue to be for this Agreement's duration, a California corporation in good standing which employs persons who are duly registered or licensed to practice in the State of California.

C. CONTRACTOR possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement's tasks in a professional and competent manner.

D. CONTRACTOR desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONTRACTOR has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

### **AGREEMENT**

**THEREFORE**, CITY engages CONTRACTOR's services, and in consideration of the PARTIES' mutual promises, the PARTIES agree as follows:

#### **1.0 INCORPORATION OF RECITALS**

1.1. The Recitals constitute the factual basis upon which CITY and CONTRACTOR have entered into this Agreement. CITY and CONTRACTOR acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

## 2.0 TERM

2.1. This Agreement's Term is three years and five months, beginning the Effective Date listed above, unless this Agreement ends sooner according to the terms elsewhere in this document.

## 3.0 SERVICES

3.1. **Scope of Work.** CONTRACTOR shall provide routine preventive maintenance and extraordinary maintenance services of the City's traffic signals and other electrical traffic related electrical devices ("the Services"), in accordance with the Scope of Work, which is attached as Exhibit "A" to this Agreement and is incorporated into it by this reference. CONTRACTOR shall perform the Services at various locations throughout the City, which are identified in the Inventory of Traffic Signals and Other Electrical-Related Traffic Device Locations, attached hereto and incorporated herein as Exhibit "A-1" to this Agreement.

3.2. **Written Authorization.**

(A) CONTRACTOR shall not make changes in the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONTRACTOR provides additional services or materials without written authorization, or if CONTRACTOR exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONTRACTOR proceeds at CONTRACTOR's own risk and without payment.

(B) CITY will authorize CONTRACTOR to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by CITY's Project Manager, is a prerequisite for CONTRACTOR to proceed with each task. Each Task Order will specify a not-to-exceed price and a schedule for completion of the task. CONTRACTOR shall not exceed the not-to-exceed price in each Task Order. In performing each phase or task, CONTRACTOR shall not exceed the Maximum Cost in Paragraph 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONTRACTOR to incur expenditures in excess of the Maximum Cost, nor relieves CONTRACTOR from its responsibility for completing all of the Services within the Maximum Cost.

3.3. **Professional Standard of Care.** During this Agreement's Term:

(A) CONTRACTOR and its Subcontractors, subcontractors, employees, and agents (collectively, "CONTRACTOR PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) CONTRACTOR PARTIES shall perform the work described in this



Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONTRACTOR PARTIES' profession currently practicing in California. By delivering the completed work, CONTRACTOR PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONTRACTOR PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(D) When the Scope of Work requires or permits CITY's review, approval, conditional approval, or disapproval, CONTRACTOR acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONTRACTOR is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONTRACTOR's work product;
- (3) Does not relieve CONTRACTOR of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONTRACTOR from liability for damages arising out of CONTRACTOR's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONTRACTOR and at no cost to CITY, CONTRACTOR shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

**3.4 Compliance with Law.** All services performed and work rendered shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the CITY and any Federal, State or local governmental agency having



jurisdiction in effect at the time service is rendered. CONTRACTOR represents and warrants that CONTRACTOR engages persons and entities who are duly registered or licensed as necessary to perform the services in the State of California. By delivering the completed work, CONTRACTOR represents and certifies that the work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

3.5 **Warranty.** CONTRACTOR shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's sole negligence. CONTRACTOR warrants all work under the Agreement to be of good quality and free from any defective or faulty material and workmanship. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the City of any defect in the work or nonconformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at his sole cost and expense.

#### 4.0 **TIME FOR PERFORMANCE**

4.1. CONTRACTOR shall complete all of the Services by July 1, 2027.

4.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONTRACTOR shall not proceed from one phase or increment to the next without written authorization from CITY's Project Manager.

4.3. **Force Majeure.** If an event or condition constituting a "force majeure"—including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster—prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY's control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

#### 5.0 **PERSONNEL**

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet as needed to coordinate, review, and ensure CONTRACTOR's performance under this Agreement. CITY's Project Manager will

oversee the administration of CONTRACTOR's tasks under this Agreement.

5.2. **Key Personnel.** CONTRACTOR's project team shall work under the direction of the following key personnel **Steven Teal, Director of CS.** CONTRACTOR shall employ the key personnel. CONTRACTOR shall minimize changes to its key personnel. CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONTRACTOR. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With CITY's prior written approval, CONTRACTOR may employ, engage, or retain the services of persons or entities ("Subcontractors") that CONTRACTOR may deem proper to aid or assist in the proper performance of CONTRACTOR's duties. CITY is an intended beneficiary of all work that the Subcontractors perform for purposes of establishing a duty of care between the Subcontractors and CITY. CONTRACTOR is as responsible for the performance of its Subcontractors as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subcontractors are chargeable directly to CONTRACTOR. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONTRACTOR.

5.4. **Independent Contractor.**

(A) CONTRACTOR understands and acknowledges that CONTRACTOR is an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONTRACTOR is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONTRACTOR and for CONTRACTOR's employees and SubCONTRACTORS. CONTRACTOR has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONTRACTOR uses in performing the Services under this Agreement. CONTRACTOR shall provide the Services in CONTRACTOR's own manner and method, except as this Agreement specifies. CONTRACTOR shall treat a provision in this Agreement that may appear either to give CITY the right to direct CONTRACTOR as to the details of doing the work, or to exercise a measure of control over the work, as giving CONTRACTOR direction only as to the work's end result.

(B) CONTRACTOR shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for CITY), and hold harmless CITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONTRACTOR, an employee of

CONTRACTOR, or any employee of CONTRACTOR construed to be an employee of CITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONTRACTOR shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONTRACTOR represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONTRACTOR prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONTRACTOR possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONTRACTOR's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONTRACTOR, at its expense, shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONTRACTOR understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONTRACTOR and not of CITY. In performing the Services or the work under this Agreement, CONTRACTOR is liable for providing workers' compensation benefits to CONTRACTOR's employees, or anyone whom CONTRACTOR directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONTRACTOR's failure to comply with this Paragraph.

5.9. **Executive Order N-6-22 – Russia Sanctions.**

(A) CITY may be using State of California grant funds for this Agreement. Accordingly, because CITY may be paying, awarding, or providing CONTRACTOR with that State grant money, in whole or in part, CONTRACTOR must fully comply with the Governor's March 4, 2022, Executive Order N-6-22 (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) ("State Executive Order"). The State Executive Order concerns economic sanctions ("Economic Sanctions") and other sanctions imposed by the U.S. government, and the State of California, in response to Russia's actions in Ukraine.

(B) CONTRACTOR is solely responsible for reviewing the State Executive Order in full and complying with its requirements, as applicable. CONTRACTOR states and represents that CONTRACTOR has read the State Executive Order, is not the subject or target of any Economic Sanctions, and will comply with any request to report information or submit documents to the State, or CITY, or both, before or after the expiration, termination, or cancellation of this Agreement.

(C) At any time and upon written notice to CONTRACTOR, CITY, in its sole discretion, may either immediately invoke any one or more of the remedies listed in Paragraph 13.3 for Default under Paragraph 13.1(B), or terminate this Agreement for CITY's convenience under Paragraph 13.4, if CITY determines that any one or more of the following circumstances or events have occurred:

- (1) CONTRACTOR is the subject or target of Economic Sanctions;
- (2) CONTRACTOR is conducting prohibited transactions with sanctioned individuals or entities; or
- (3) CONTRACTOR has failed to comply, in any manner, with the State Executive Order.

## 6.0 FACILITIES

6.1. CONTRACTOR shall provide all facilities necessary to fully perform and complete the Services. If CONTRACTOR needs to use a CITY facility, CONTRACTOR shall meet and confer with CITY before CONTRACTOR begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONTRACTOR, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONTRACTOR shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONTRACTOR's use, occupation, operation, or activities in, upon, under, or over any portion of them.

## 7.0 PAYMENT

7.1. CITY's payment to CONTRACTOR will be based upon CONTRACTOR's Fee Schedule/ or Hourly Rate, which is attached as "Exhibit B" to this Agreement and is incorporated into it by this reference. Except as itemized in the Fee Schedule, CONTRACTOR shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONTRACTOR incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

7.2. **Fee.** CITY shall pay for the Services that CONTRACTOR performs

in accordance with this Agreement at the hourly rate(s) specified in "Exhibit B", the TOTAL amount of which is not to exceed **Two Million Nine Hundred Seventy-Five Thousand Fifty-Eight Dollars and Zero Cents (\$2,975,058.00)**.

7.3. If CITY requires additional work not included in this Agreement, CONTRACTOR and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. **Maximum Cost.** CONTRACTOR expressly acknowledges that the total cost to complete all tasks set forth in "Exhibit A" must not exceed **Two Million Nine Hundred Seventy-Five Thousand Fifty-Eight Dollars and Zero Cents (\$2,975,058.00)** ("**Maximum Cost**"). When CONTRACTOR has billed 75% of the Maximum Cost, CONTRACTOR shall provide written notice to CITY's Project Manager that CONTRACTOR has expended 75% of the Maximum Cost.

7.5. **Taxes.** CONTRACTOR shall pay all applicable (federal, state, county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONTRACTOR's services under this Agreement.

7.6. **Invoices.** CONTRACTOR shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONTRACTOR shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

## **8.0 AUDIT BY CITY**

8.1. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONTRACTOR shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONTRACTOR's performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONTRACTOR's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this Agreement.

## **9.0 DATA, RECORDS, PROPRIETARY RIGHTS**

9.1. **Copies of Data.** CONTRACTOR shall provide CITY with copies or originals of all data that CONTRACTOR generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONTRACTOR generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CITY.

9.2. **Ownership and Use.**

(A) Unless CITY states otherwise in writing, each document—including, but not limited to, each report, draft, record, drawing, or specification (collectively, “work product”)—that CONTRACTOR prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY’s exclusive property.

(B) CONTRACTOR acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONTRACTOR makes no representation of the work product’s application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. **Intellectual Property.**

(A) If CONTRACTOR uses or incorporates patented, trademarked, or copyrighted work, ideas, or products—in whole or in part—into CONTRACTOR’s work product, CONTRACTOR represents that:

- (1) CONTRACTOR holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONTRACTOR is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in CITY. CONTRACTOR waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONTRACTOR shall indemnify, defend (including CONTRACTOR’s providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** CONTRACTOR shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of

CONTRACTOR's Scope of Work. Without CITY's prior written authorization, CONTRACTOR shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONTRACTOR or to which CONTRACTOR has access.

**9.5. Public Records Act.**

(A) CONTRACTOR acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 7920.000 et seq.), including its exemptions. CONTRACTOR acknowledges that CITY has no obligation to notify CONTRACTOR when a request for records is received.

(B) CONTRACTOR shall identify in advance all records, or portions of them, that CONTRACTOR believes are exempt from production under the Public Records Act.

(C) If CONTRACTOR claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

- (1) CONTRACTOR may, when notified by CITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If CONTRACTOR fails to identify one or more protectable documents, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONTRACTOR, CITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(E) CONTRACTOR shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONTRACTOR identifies as protectable, or asserts is protectable.

**10.0 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS**

**10.1. Conflict of Interest.** CONTRACTOR represents and certifies that:

(A) CONTRACTOR's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONTRACTOR will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONTRACTOR will inform CITY about any possible conflict of interest that may arise as a result of any change in circumstances.

10.2. **Campaign Contributions.**

(A) CONTRACTOR and its SubCONTRACTORs shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONTRACTOR's and its SubCONTRACTORs' ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

- (1) A CONTRACTOR (including a subCONTRACTOR)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more; and
- (2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a CONTRACTOR (or a subCONTRACTOR) has provided a campaign contribution.

(B) CONTRACTOR acknowledges that even if the Maximum Cost in Paragraph 7.4 of this Agreement is less than \$50,000, CONTRACTOR still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:

- (1) CONTRACTOR and CITY amend the Scope of Work in this Agreement which increases the Maximum Cost to equal or exceed \$50,000; or
- (2) CITY, Glendale Successor Agency, or the Housing Authority awards CONTRACTOR another contract which has a total



anticipated or actual value of \$50,000 or more, or awards CONTRACTOR a combination or series of contracts which have a value of \$50,000 or more.

(C) CONTRACTOR represents and certifies that:

- (1) CONTRACTOR has read and fully understands the provisions of Municipal Code Section 1.10.060;
- (2) CONTRACTOR will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and
- (3) CONTRACTOR shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

## 11.0 INSURANCE

11.1. When CONTRACTOR signs and delivers this Agreement to CITY, and during this Agreement's Term, CONTRACTOR shall furnish CITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit C" to this Agreement and are incorporated into it by this reference.

11.2. This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

## 12.0 INDEMNITY

12.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Sections 2778— CONTRACTOR, its employees, agents, SubCONTRACTORS, and persons whom CONTRACTOR employs or hires (individually and collectively, "CONTRACTOR INDEMNITOR") shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, "CITY INDEMNITEE") from and against a "**liability**" [as defined in Subparagraph (A) below], or an "**expense**" [as defined in Subparagraph (B) below], or

both, that arise out of, pertain to, or relate to an act, error, or omission of a CONTRACTOR INDEMNITOR:

(A) "**Liability**" means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) "**Expense**" means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney's fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, CONTRACTOR, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, CONTRACTOR INDEMNITOR's defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a CITY INDEMNITEE.

12.3. To the extent that CONTRACTOR INDEMNITOR's insurance policy provides an upfront defense to CITY, CONTRACTOR INDEMNITOR's obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONTRACTOR INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of CONTRACTOR INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONTRACTOR INDEMNITOR.

12.4. Paragraph 12.3 does not limit or extinguish CONTRACTOR INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a **liability**, or an **expense**, or both. CONTRACTOR INDEMNITOR's proportionate percentage of fault. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONTRACTOR INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONTRACTOR INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.

12.5. If CONTRACTOR subcontracts all or any portion of the Services under this Agreement, CONTRACTOR shall provide CITY with a written agreement from each Subcontractor, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

12.6. CONTRACTOR INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONTRACTOR INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

12.7. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

### **13.0 DEFAULT, REMEDIES, AND TERMINATION**

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONTRACTOR refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONTRACTOR, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONTRACTOR:

- (1) Or another party for or on behalf of CONTRACTOR: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY's written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONTRACTOR's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence,

receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. **Notice of Default.** If CITY deems that CONTRACTOR is in Default, or that CONTRACTOR has failed in any other respect to perform satisfactorily the Services specified in this Agreement, CITY may give written notice to CONTRACTOR specifying the Default(s) that CONTRACTOR shall remedy within 5 days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within 5 days after receiving CITY's Notice of Default, if CONTRACTOR refuses or fails to remedy the Default(s), or if CONTRACTOR does not commence steps to remedy the Default(s) to CITY's reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONTRACTOR has corrected the Default;

(B) CITY may provide for the Services either through its own forces or from another CONTRACTOR, and may withhold any money due (or may become owing to) CONTRACTOR for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONTRACTOR under this Agreement, which in CITY's sole determination, are sufficient to secure CONTRACTOR's performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

- (1) Seeking CONTRACTOR's specific performance of all or any part of this Agreement; or
- (2) Recovering damages for CONTRACTOR's Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, CITY may elect to terminate this Agreement at any time upon 30 days' prior written notice. Upon termination, CONTRACTOR shall receive compensation only for that work which CONTRACTOR had satisfactorily completed to the termination date.

CITY shall not pay CONTRACTOR for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

#### **14.0 GENERAL PROVISIONS**

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONTRACTOR nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONTRACTOR's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit C (Insurance Requirements)
- (3) Exhibit A & A-1 (Scope of Work) & (Inventory of Traffic Signals and Other Electrical-Related Traffic Device Locations)
- (4) Exhibit B – Fee Schedule

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

#### **14.4. Governing Law; Jurisdiction.**

(A) California's laws govern this Agreement's construction and interpretation regardless of the laws that might otherwise apply under applicable principles of conflicts of law or choice of law.

(B) If CONTRACTOR or CITY brings a lawsuit to enforce or interpret one or more provisions of this Agreement, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. CONTRACTOR and CITY acknowledge that the

Agreement was negotiated, entered into, and executed— and the Services are performed— in the City of Glendale, California.

(C) Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If either PARTY fails to require the other to perform any term in this Agreement, that failure does not prevent the PARTY from later enforcing that term, or any other term. If either PARTY waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If CITY or CONTRACTOR brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

14.7. **Further Assurances.** Upon CITY's request at any time, CONTRACTOR shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONTRACTOR. All duties, obligations, and responsibilities under this

Agreement are for the sole and exclusive benefit of CITY and CONTRACTOR, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONTRACTOR shall not do any one or more of the following:

- (1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or
- (2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONTRACTOR, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONTRACTOR's duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONTRACTOR's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONTRACTOR acknowledges that this Agreement's time limits and deadlines are reasonable for CONTRACTOR's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

14.11. **Recycled Paper.** CONTRACTOR shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall use the following delivery method:



- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (4) Facsimile; or
- (5) Email.

(B) All written notices or correspondence done in the manner described in Subparagraph (A) above with the street address or place, facsimile number, or email address listed in Subparagraph (C) below will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile or email.

(C) CITY and CONTRACTOR designate the following contact person, street address or place, telephone number, and facsimile number or email address for giving notice:

CITY: City of Glendale  
Dept.: Public Works Department  
633 E. Broadway, Room 205  
Glendale, CA 91206  
Attn: Pastor Casanova, Principal Traffic Engineer  
Tel. No.: 818-548-3945  
Email: [PCasanova@Glendaleca.gov](mailto:PCasanova@Glendaleca.gov)

CONTRACTOR: Yunex LLC.  
1026 E. Lacy Avenue  
Anaheim, CA 92805,  
Attn: Steven Teal, Director  
Tel: (714) 497-5043  
Email: [steven.teal@yunextraffic.com](mailto:steven.teal@yunextraffic.com)

(D) At any time, by providing written notice to the other PARTY, CITY or CONTRACTOR may change the contact information listed in Subparagraph (C) above.

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement's expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

(C) They have executed this Agreement on the date opposite their signature.

14.17. **Digital Signatures.** A signed copy of this Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature.

Executed at Glendale, California.

CITY OF GLENDALE:

By John Takhtalian  
(Name) John Takhtalian  
(Title) Assistant City Manager

Date: January 31, 2024

CONSULTANT:

By Steven Teal  
(Name) Steven Teal  
(Title) Director of Service

Date: January 30, 2024

|                                     |                                      |
|-------------------------------------|--------------------------------------|
| PUBLIC WORKS DEPARTMENT<br>REVIEWED |                                      |
| NAME:                               | <u>Daniel Hernandez</u>              |
| TITLE:                              | <u>Interim Public Works Director</u> |
| SIGNATURE:                          | <u>Daniel Hernandez</u>              |
| DATE:                               | <u>January 31, 2024</u>              |

|                     |  |
|---------------------|--|
| APPROVED AS TO FORM |  |
| NAME:               | <u>Miah Yun</u>                          |
| TITLE:              | <u>Principal Assistant City Attorney</u> |
| SIGNATURE:          | <u>Miah Yun</u>                          |
| DATE:               | <u>January 31, 2024</u>                  |

**EXHIBIT LIST**

|                            |  |
|----------------------------|--|
| Exhibit A:<br>(10 pages)   | Scope of Work  |
| Exhibit A-1:<br>(10 pages) | (Traffic Signals and Other Electrical-Related<br>Traffic Device Locations) |
| Exhibit B:<br>(5 page)     | Fee Schedule/Hourly Rate   |
| Exhibit C:<br>(7 pages)    | Insurance Requirements   |

## **Exhibit A – Scope of Work**

The Contractor shall perform maintenance of all traffic-related electrical devices, as more particularly described and listed in Exhibit A-1 (Inventory of Traffic Signals and Other Electrical-Related Traffic Device Locations), including 245 traffic signals, 42 CCTV Camera locations, 12 hard-wired flashing beacon systems, 47 solar-powered wireless flashing beacon systems, one (1) in-roadway warning light systems, and miscellaneous electrical maintenance services for the City of Glendale. The Contractor shall have available and readily accessible all required vehicles, tools, equipment, apparatus, facilities, labor and material to perform all work necessary to maintain the traffic related electrical devices in compliance with latest State of California Department of Transportation (Caltrans) standards and specifications, as well as the latest City of Glendale Specifications.

The Contractor shall provide and maintain emergency service response on twenty-four (24) hours a day, seven (7) days per week basis, including all holidays. Service vehicles used by the Contractor shall be stocked with sufficient new spare traffic signal equipment to restore the signal systems to proper working order. The Contractor shall provide traffic control/lane closures that conform to latest editions of the California Manual on Uniform Traffic Control Devices (CAMUTCD) and Work Area Traffic Control Handbook (WATCH) manual.

Routine preventive maintenance shall be conducted in accordance with the schedule set forth at each traffic signal and other electrical-related traffic devices and will not require written authorization to proceed with work. CONTRACTOR shall commence work on extraordinary maintenance services to be performed upon receiving written authorization from CITY's project manager to proceed with the work except in case of emergencies. All work shall be provided in a timely manner to be mutually agreed by CITY and CONTRACTOR.

All routine preventive maintenance services shall be billed at a pre-determined flat rate, with extraordinary maintenance services to be paid at price quoted or at hourly rates (time and material) in accordance with the cost proposal per this RFP.

Proper documentation and record-keeping are essential components of any repair process. It is important for the Contractor to maintain accurate and detailed records of the repair process, including the date and time of the repair, the specific components that were repaired or replaced, and any issues or challenges encountered during the repair process.

Maintaining these records helps to ensure accountability and transparency, allowing for clear communication between the Contractor and the City. Additionally, detailed records can facilitate future maintenance and repairs by providing a comprehensive history of the system and its components.

## A. ROUTINE PREVENTIVE MAINTENANCE

The contractor shall administer a comprehensive routine maintenance program designed to eliminate or reduce the incidents of malfunction, reduce operational complaints and extend the useful life of the equipment. All work shall conform to the latest edition of Caltrans Standard Specifications. All testing shall conform to the most recent NEMA Specifications.

The contractor shall repair, replace or otherwise render in good working condition defective parts of all traffic-related electrical devices. If a component should become obsolete or non-repairable, the Contractor shall report such condition to the City. The Contractor shall demonstrate or provide evidence that replacement is necessary.

### 1. Routine Preventive Maintenance for Traffic Signals

#### a. Monthly Routine Preventive Maintenance

- Check controller and cabinet for proper operation.
- Check and realign signal indications if necessary. Check for bent visors and backplates.
- Check and actuate each pedestrian push button for proper operation.
- Check all vehicular and pedestrian signals for proper operation and replace outages found. LED modules under warranty will be returned to manufacturer for replacement at no cost to the City. Any malfunctioned LEDs out of warranty will be replaced and invoiced to the City.
- Check intersection video detection system and Opticom (emergency vehicle preemption detectors). Confirm that video detection zones are at the proper locations. Confirm that all detector cards are working properly. Adjust detection zones or camera alignments if necessary.
- Check for general operation of communications and CCTV equipment. Assure all cabling are in place and electrical power is being provided to the equipment.

#### b. Three-Month Routine Preventive Maintenance (in addition to monthly maintenance)

- Vacuum and clean controller cabinet and contents.
- Check the time setting and match with timesheet on controllers.
- Check controller clock and adjust if necessary.
- Check loop detectors for possible exposed wires, cracks and pot holes.
- Check detector amplifiers and tune if necessary.
- Check detector extensions.
- Check all pull boxes and clean if necessary.
- Check all splices in pull box. Re-splice and/or re-tape splices in pull box if they are not in good condition.

#### c. Six-Month Routine Preventive Maintenance (in addition to monthly and 3-month maintenances)

- Check cabinets for vents, leaks, drainage, door locks, door alignment, fan operation, and air filter.
  - Lubricate cabinets including all moving parts, such as hinges and locks, to ensure smooth operation.
  - Replace air filter, if necessary, at no additional cost to the City. The Contractor shall replace existing air filter with new fabric type air filter in all cabinets at least once per twelve (12) months.
  - Check for wear and function of controllers.
  - Check ground rod clamp and wire and operation of ground fault receptacle.
  - Inspect integrity of splices.
  - Test battery backup system when present. Check battery voltage and make recommendations for battery replacement.
  - Perform night-time check of all safety lights and internally illuminated street name signs (IISNS). All malfunctioning safety lights identified in the routine check shall be repaired or replaced within three (3) working days. All IISNS shall be repaired or replaced within ten (10) working days.
- d. Yearly Routine Preventive Maintenance (in addition to monthly, 3-month, and 6-month maintenances)
- Clean and polish all lenses and reflectors.
  - Record the intensity of LED lenses if requested by City. LED modules under warranty will be returned to manufacturer for replacement at no cost to the City. Any malfunctioned LEDs not under warranty will be replaced and invoiced to the City.
  - Check weatherproof gasket seal on controller cabinets. Check for water accumulation and duct sealant.
  - Inspect poles for foundation cracks, loose base nuts, and missing loose hand hole covers.

## **2. Routine Preventive Maintenance for Flashing Beacons**

### **a. Monthly Routine Preventive Maintenance for Hard-Wired Flashing Beacons.**

- Check visibility and operations of flashing beacons. Check beacons for secured attachment. Clean beacons as needed.
- Check operation of pedestrian push button assemblies and motion detection bollards if applicable.
- Check controller cabinet and clean if necessary.
- Check all pull boxes and clean if necessary. Check all splices in pull box. Re-splice and/or re-tape splices in pull box if they are not in good condition.
- Notify the City of any malfunctions and request for written authorization to proceed with repair and/or replacement.

### **b. Monthly Routine Preventive Maintenance for Solar-Powered Wireless Flashing Beacons.**

- Check visibility and operations of flashing beacons. Check beacons for secured attachment. Clean beacons as needed.

- Check operation of pedestrian push button assemblies.
- Check and clean solar panels and ensure they are free from debris, dirt, bird droppings, and clear any shading from nearby trees that may affect their performance.
- Check battery voltage and make recommendations for battery replacement.
- Notify the City of any malfunctions and request for written authorization to proceed with repair and/or replacement.

### **3. Monthly Routine Preventive Maintenance for In-Roadway Warning Light System (IRWLS)**

- Check visibility and operations of in-roadway warning lights.
- Clean window ramps as needed. Check for proper adhesion to the roadway surface.
- Check visibility and operations of LED enhanced pedestrian crossing symbols and signs. Check for secure attachment.
- Check operation of push button assembly.
- Check and clean cabinet if necessary. Check cabinet for secure attachment.
- Check pull boxes and clean if necessary. Check all splices in pull box. Re-splice and/or re-tape splices in pull box if they are not in good condition.
- Check wire trench cuts for sufficient loop sealant and fill where needed.
- Check solar-powered module if applicable. Check for secure attachment.
- Check battery voltage and make recommendations for battery replacement if applicable.
- Visually inspect the condition of the concrete or asphalt surrounding the IRWLS, ensuring that there are no cracks or potholes that could compromise the integrity of the system.

## **B. EXTRAORDINARY MAINTENANCE**

Extraordinary maintenance includes all the labor and materials necessary to ensure the safe and efficient operation of the City's traffic-related electrical devices that goes beyond the normal routine preventive Maintenance Program established by this Scope of Services. Generally, extraordinary maintenance involves the replacement of equipment damaged by acts of God, civil disorder, vehicle collisions or vandalism, construction activities, metal fatigue or defects, or equipment failure due to age or deterioration. With the exception of pole or cabinet knockdowns and other emergency situations, extraordinary maintenance requires written approval from the City before any work is scheduled. The Contractor shall prepare estimates showing the cost breakdown of material and labor for the services and submit this information to the City for approval. The City, at its discretion, may choose to retain other contractors to conduct the extraordinary maintenance work. Extraordinary maintenances may include, but not limited to the following:

### **1. Response to Emergency Call**



The Contractor shall provide an emergency call-out list to all persons designated by the City. Emergency calls that require replacement of equipment will not require approval from the City before such replacements are commenced. Upon completion of emergency work, the Contractor shall inform the City that the emergency work has been completed. The Contractor shall notify the City within one working day of any change in traffic signal operation caused by controller replacement, timing changes, loss of communication or traffic collisions. The following events shall be considered emergency:

- a. Any signal controller malfunctions
- b. Burned-out traffic signal lamps\*
- c. Signal equipment knockdowns
- d. Failure of pedestrian push button assembly
- e. Any wiring or electrical component that is exposed or poses a hazard to public safety.
- f. Damage caused by weather events, such as severe storms or flooding.
- g. Any other unforeseen circumstances that pose a threat to public safety or significantly impact the operation of the traffic system

\* The replacement of burned-out lamp needs not be handled as an emergency provided that there are two (2) such signal indications still operative for each phase of traffic signal operation. See Section E for the maximum response time required for emergency and non-emergency calls.

## **2. Signal Upgrade and Modification**

Upon request, the Contractor shall furnish and install or modify traffic signal vehicular and pedestrian indications, signal poles, foundations, conduits, pull boxes, signal mast arms, IISNS, safety lights, cabinet assemblies, signal controller assemblies, program modules, local intersection software, pedestrian push buttons (including tactile units), audible pedestrian signal device, vehicular detector units, loop detectors, detector lead-in cables (including connection to home runs), interconnect cables, conflict monitors, miscellaneous wiring and cables, and any other traffic signal equipment. The Contractor shall ensure that all newly installed or modified traffic signal equipment meets the applicable regulatory and industry standards City of Glendale specifications and is integrated effectively into the existing traffic signal system.

## **3. In-Roadway Warning Light System Repair**

The Contractor shall remove malfunctioned components, deliver them to the manufacturer for replacement or repair, and reinstall them after receipt from the manufacturer. After replacement, the Contractor shall test the in-roadway warning light system to determine that all components are functional.

#### 4. Underground Service Alert System (USA)

The City will send an email request to the signal maintenance contractor to initiate the USA marking process. It will be the responsibility of the Contractor to promptly respond to the email and complete the USA marking as required. The Contractor shall mark existing traffic signal conduits and interconnect cables (stranded copper wire and fiber optics) for USA using a pipe locator. The Contractor shall complete the USA marking within one (1) working day after the City gives notice. USA work shall be performed in compliance with the requirements of California Government Code Section 4216, the latest USA guidelines available on the Internet at <http://www.digalert.org>. Only chalk based paint shall be used. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures.

#### 5. Miscellaneous Extraordinary Maintenance Services

- a. The Contractor shall test new controllers, cabinets, and new signal equipment in the Contractor's laboratory and in the field prior to installation.
- b. The Contractor shall provide technical support when requested by the City for construction of new traffic signal and signal modification/upgrade projects.
- c. The Contractor shall implement timing changes at local intersections when requested by the City.
- d. The Contractor shall remove, repair, adjust, and/or install CCTV camera, auxiliary equipment and/or cabling.
- e. The Contractor shall install, program, activate, and remove the portable CCTV camera/recorder and video collection unit in the field. The Contractor shall pick up the unit from the City's office and return the unit upon completion.
- f. The Contractor shall install, repair, and program the portable speed radar sign in the field. The Contractor shall pick up the unit from the City's yard and return the unit upon completion.
- g. The Contractor shall inspect, test, and troubleshoot malfunctions of the fiber optic and copper, twisted pair communications system at the request of the City, including communications cables, modems, controllers, prom module, and terminal blocks in controller cabinets. The Contractor is not required to perform routine maintenance on these devices at a set schedule except as described on Routine Preventive Maintenance for Traffic Signals on page 26, Section 1, but is required to troubleshoot malfunctions upon notification

by the City and perform any required repairs. Repairs may include re-splicing of fiber optic cable pulling new cable(s) and/or repair/replacement of communications auxiliary equipment.

- h. The Contractor shall provide emergency response services 24 hours a day, 7 days a week in the event of any unexpected malfunctions or failures of the traffic signal system. The Contractor shall respond promptly to all emergency calls and shall take all necessary steps to restore the system to full operation as quickly as possible.
- i. The Contractor shall maintain accurate and up-to-date records of all maintenance and repair activities, including the date and time of the service, the specific equipment or components serviced, and any issues or challenges encountered during the service. These records shall be made available to the City upon request and shall be used to inform future maintenance and repair efforts.
- j. The Contractor shall provide regular updates to the City regarding the status of ongoing maintenance and repair activities, including any anticipated delays or disruptions. The Contractor shall work collaboratively with the City to develop and implement strategies to minimize any impact on traffic flow or public safety during these activities.

### **C. NEW TRAFFIC-RELATED ELECTRONICAL DEVICES**

When the City accepts new equipment into service they will be included in the contract at the applicable base fee that corresponds to the device type, e.g. traffic signals, hard-wired flashing beacons, solar powered wireless flashing beacons, and in- roadway warning lighting (IRWL) systems commencing on the date of acceptance of the installation. The Contractor shall, upon notification by the City, immediately commence servicing such traffic signals, hard-wired flashing beacons, solar powered wireless flashing beacons, and in-roadway warning lighting (IRWL) systems.

### **D. PARTS, MATERIAL, AND FACILITY**

The Contractor shall provide all traffic signal related parts and material necessary to provide the services described in this scope of work. The Contractor shall be responsible for maintaining a sufficient inventory of parts and materials necessary to complete all required services in a timely manner including but not limited to traffic signal cabinets, controllers, detectors, conflict monitors, lenses, visors, wire, relays, switches, lamps, poles, mast arms and other common replacement parts. This includes maintaining an adequate stock of spare parts to ensure prompt replacement of any malfunctioning or damaged equipment. The Contractor shall regularly assess inventory levels and adjust as necessary to ensure that all required parts and materials are readily available. The Contractor shall furnish spare parts when the original units

are in the laboratory for testing or repairs. The Contractor shall maintain at least one stand-by fully-tested complete signal cabinet in the Contractor's facility at all times.

#### **E. RESPONSE TIME**

During working hours of 7 a.m. to 4 p.m., Monday through Friday, the Contractor shall respond within thirty (30) minutes of receiving the call. During non-working hours, weekends, and holidays, the Contractor shall respond within one (1) hour for emergency calls and within the next normal working day for non-emergency calls.

Additionally, the Contractor shall ensure that there is always at least one fully equipped and properly functioning service vehicle available to respond to emergency calls. The service vehicle shall be equipped with all necessary tools, equipment, and replacement parts to address common emergency situations, such as signal outages and equipment malfunctions. The Contractor shall also ensure that their personnel are adequately trained to handle emergency situations, and that they have access to necessary safety equipment, such as reflective vests and hard hats.

#### **F. SALVAGED OR DAMAGED EQUIPMENT**

All salvaged or damaged equipment remains the property of the City unless directed otherwise. If requested by the City, the Contractor shall deliver the equipment to the City's Yard for storage. When requested by the City, the Contractor will be responsible for disposing all damaged equipment at no additional cost to the City.

#### **G. WARRANTY SERVICE**

New equipment installed by the installing Contractor shall be covered with a material and workmanship warranty for (1) year after acceptance. The warranty shall include all labor, parts, and materials necessary to correct defects in the workmanship and materials used in the installation of the equipment, and shall commence on the date of acceptance of the installation by the City. Where parts or material become defective during this warranty period, the Contractor shall notify the City so that the warranty may be exercised. The installing Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. No additional or separate compensation shall be paid for warranty service work.

#### **H. RECORDS**

The Contractor shall be responsible for maintaining and updating of all maintenance records. All maintenance records, including routine preventive maintenance forms, shall be maintained at the Contractor's facility for a period of five (5) years. Any temporary changes made to traffic signal timing parameters shall be immediately brought to the attention of the City for record. The report and record keeping are considered part of the routine preventive maintenance tasks and no additional compensation will be provided by the City. The Contractor shall submit to the City the following reports:

## **1. Routine Preventive Maintenance Forms**

The Contractor shall develop routine preventive maintenance forms to be approved by City. The forms shall be filled out for each location immediately after the routine maintenance work has been completed. The Contractor shall maintain a computerized database of all preventive maintenance records. The reports shall be delivered to the City the first week of every month or be available for the City to view through the internet. The reports shall include a summary of all preventive maintenance work completed during the previous month, including the location, date and time of service, and a description of the work performed. The reports shall also include any necessary comments or observations regarding the condition of the equipment or any recurring issues that require further attention.

## **2. Monthly Activity Report**

The Contractor shall provide a computerized monthly activity report to the City the first week of every month. The report shall include the following:

- a. Time the service calls received by the Contractor, time arrived at the location, the number of hours spent for each repair.
- b. A complete record of all work that was performed during the previous month including the make, model, and serial number of any major components or other equipment that was newly installed at each location.
- c. Date the preventive routine maintenance work was performed.
- d. Detailed monthly expenditure records of the type, quantities, and costs of all the City expenditures.
- e. A summary of any issues encountered during the previous month, including any delays or complications that may have impacted service delivery, and the steps taken to resolve them.
- f. A summary of any recommendations for improvements or upgrades to the City's traffic-related electronic devices and systems, including cost estimates and timelines for implementation.
- h. Any other relevant information related to the Contractor's services or the City's traffic-related electronic devices and systems.

The monthly activity report shall be submitted in a format approved by the City and shall be accompanied by any supporting documentation or invoices as required.

## **I. MEETING**

The Contractor's technicians shall be available to meet with representatives from the City on a daily basis at a mutually agreed upon time and place in the City to review maintenance activities. The Contractor's signal maintenance manager shall be similarly available to meet with the City representatives as requested by the City. As

a baseline, the maintenance manager shall meet with the City on a quarterly basis and provide a summary of updates and/or issues that require resolution.

## **J. WAGES PAID TO CONTRACTOR'S WORKERS**

Pursuant to California Labor Code Article 2, Wages, Section 1770-1781 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code Section 1771. Hence, the Contractor shall abide by all applicable Sections of the California Labor Codes including Sections 1770 -1781, et seq. relative to traffic signal maintenance. In accordance with the provisions of Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations website, found at <http://www.dir.ca.gov/dirdatabases.html>. The Contractor, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Agreement.

The City reminds all contractors and subcontractors of the adoption of SB 96, and advises them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. The City requires all contractors and subcontractors to be registered with the DIR prior to submitting a proposal. Subject to the exceptions set forth in Labor Code Section 1725.5, proposal from contractors that are not currently registered will be deemed nonresponsive. Further, the City will not award a contract to and no contractor or subcontractor will be allowed to work on City's traffic-related electrical devices unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

**Exhibit A-1- Traffic Signals and Other Electrical-Related Traffic Device Locations****INVENTORY OF TRAFFIC SIGNALS**

| <b>Location No.</b> | <b>Street</b>                     | <b>Cross Streets / Segments</b>            |
|---------------------|-----------------------------------|--|
| 1                   | Artsakh (previously Maryland Ave) | Wilson Ave                                 |
| 2                   | Artsakh (previously Maryland Ave) | Broadway                                   |
| 3                   | Artsakh (previously Maryland Ave) | Harvard St                                 |
| 4                   | Acacia Ave.                       | Chevy Chase Dr. / Tyler St.                |
| 5                   | Acacia Ave.                       | Glendale Ave.                              |
| 6                   | Acacia Ave.                       | Verdugo Rd.                                |
| 7                   | Adams St.                         | Broadway                                   |
| 8                   | Adams St.                         | Chevy Chase Dr.                            |
| 9                   | Adams St.                         | Colorado St.                               |
| 10                  | Adams St.                         | Wilson Ave.                                |
| 11                  | Air Way / Flower St.              | Pelanconi Ave. / San Fernando Rd.          |
| 12                  | Air Way / Grandview Ave.          | San Fernando Rd.                           |
| 13                  | Air Way                           | Sonora Ave.                                |
| 14                  | Allen Ave.                        | Glenoaks Blvd.                             |
| 15                  | Allen Ave.                        | San Fernando Rd.                           |
| 16                  | Allen Ave.                        | Victory Blvd.                              |
| 17                  | Americana Way                     | Central Ave.                               |
| 18                  | Americana Way                     | Brand Blvd. / Harvard St.                  |
| 19                  | Arden Ave.                        | Central Ave.                               |
| 20                  | Arden Ave.                        | Pacific Ave.                               |
| 21                  | Boston Ave.                       | Foothill Blvd.                             |
| 22                  | Boston Ave.                       | Honolulu Ave.                              |
| 23                  | Boynton St.                       | Chevy Chase Dr.                            |
| 24                  | Brand Blvd.                       | Broadway                                   |
| 25                  | Brand Blvd.                       | California Ave.                            |
| 26                  | Brand Blvd.                       | Caruso Ave.                                |
| 27                  | Brand Blvd.                       | Cerritos Ave.                              |
| 28                  | Brand Blvd.                       | Chevy Chase Dr.                            |
| 29                  | Brand Blvd.                       | Colorado St.                               |
| 30                  | Brand Blvd.                       | Doran St.                                  |
| 31                  | Brand Blvd.                       | Dryden St.                                 |
| 32                  | Brand Blvd.                       | Garfield Ave.                              |
| 33                  | Brand Blvd.                       | Glenoaks Blvd.                             |
| 34                  | Brand Blvd.                       | Lexington Dr.                              |
| 35                  | Brand Blvd.                       | Lomita Ave.                                |
| 36                  | Brand Blvd.                       | Los Feliz Rd.                              |
| 37                  | Brand Blvd.                       | Maple St.                                  |
| 38                  | Brand Blvd.                       | Milford St.                                |
| 39                  | Brand Blvd.                       | Monterey Rd.                               |
| 40                  | Brand Blvd.                       | Palmer Ave.                                |
| 41                  | Brand Blvd.                       | Ped. Crossing Btwn. Broadway / Harvard St. |
| 42                  | Brand Blvd.                       | San Fernando Rd.                           |
| 43                  | Brand Blvd.                       | Stocker St.                                |
| 44                  | Brand Blvd.                       | Wilson Ave.                                |
| 45                  | Broadview Dr.                     | Ocean View Blvd.                           |
| 46                  | Broadview Dr.                     | Verdugo Rd.                                |
| 47                  | Broadway                          | Central Ave.                               |
| 48                  | Broadway                          | Chevy Chase Dr.                            |
| 49                  | Broadway                          | Columbus Ave                               |
| 50                  | Broadway                          | Everett St.                                |
| 51                  | Broadway                          | Galleria Way                               |
| 52                  | Broadway                          | Glendale Ave.                              |
| 53                  | Broadway                          | Isabel St.                                 |

**INVENTORY OF TRAFFIC SIGNALS**

| <b>Location No.</b> | <b>Street</b>   | <b>Cross Streets / Segments</b>                |
|---------------------|-----------------|--|
| 54                  | Broadway        | Jackson St.                                    |
| 55                  | Broadway        | Kenwood St.                                    |
| 56                  | Broadway        | Louise St.                                     |
| 57                  | Broadway        | Orange St.                                     |
| 58                  | Broadway        | Pacific Ave.                                   |
| 59                  | Broadway        | Ped. Crossing Btwn. Lukens Pl. / Sinclair Ave. |
| 60                  | Broadway        | Brazil / San Fernando Rd.                      |
| 61                  | Broadway        | Verdugo Rd.                                    |
| 62                  | Burchett St.    | Central Ave.                                   |
| 63                  | Burchett St.    | Pacific Ave.                                   |
| 64                  | California Ave. | Central Ave.                                   |
| 65                  | California Ave. | Glendale Ave.                                  |
| 66                  | California Ave. | Isabel St.                                     |
| 67                  | California Ave. | Maryland Ave.                                  |
| 68                  | California Ave. | Orange St.                                     |
| 69                  | California Ave. | Pacific Ave.                                   |
| 70                  | California Ave. | San Fernando Rd.                               |
| 71                  | Campus St.      | Colorado St.                                   |
| 72                  | Canada Blvd.    | Colina Dr.                                     |
| 73                  | Canada Blvd.    | Country Club Dr. / San Maria Ave.              |
| 74                  | Canada Blvd.    | Del Valle Ave.                                 |
| 75                  | Canada Blvd.    | Glorietta Ave.                                 |
| 76                  | Canada Blvd.    | Menlo Dr. / Verdugo Rd.                        |
| 77                  | Canada Blvd.    | Opechee Way                                    |
| 78                  | Canada Blvd.    | Parking Lot #34 Dwy. / Verdugo Park            |
| 79                  | Canada Blvd.    | Verdugo Rd. (S)                                |
| 80                  | Canada Blvd.    | Wabasso Way                                    |
| 81                  | Central Ave.    | Chevy Chase Dr.                                |
| 82                  | Central Ave.    | Colorado St.                                   |
| 83                  | Central Ave.    | Doran St.                                      |
| 84                  | Central Ave.    | Dryden St.                                     |
| 85                  | Central Ave.    | Galleria Way                                   |
| 86                  | Central Ave.    | Glenoaks Blvd.                                 |
| 87                  | Central Ave.    | Lexington Dr.                                  |
| 88                  | Central Ave.    | Lomita Ave.                                    |
| 89                  | Central Ave.    | Los Feliz Rd.                                  |
| 90                  | Central Ave.    | Maple St.                                      |
| 91                  | Central Ave.    | Milford St.                                    |
| 92                  | Central Ave.    | Pioneer Dr.                                    |
| 93                  | Central Ave.    | San Fernando Rd.                               |
| 94                  | Central Ave.    | Stocker St.                                    |
| 95                  | Central Ave.    | Wilson Ave.                                    |
| 96                  | Central Ave.    | Windsor Rd.                                    |
| 97                  | Cerritos Ave.   | San Fernando Rd.                               |
| 98                  | Chevy Chase Dr. | Colorado St.                                   |
| 99                  | Chevy Chase Dr. | Garfield Ave.                                  |
| 100                 | Chevy Chase Dr. | Glendale Ave.                                  |
| 101                 | Chevy Chase Dr. | Glenoaks Blvd.                                 |
| 102                 | Chevy Chase Dr. | Harvard St.                                    |
| 103                 | Chevy Chase Dr. | Harvey Dr.                                     |
| 104                 | Chevy Chase Dr. | Hospital Dwy.                                  |
| 105                 | Chevy Chase Dr. | Maple St.                                      |
| 106                 | Chevy Chase Dr. | Ped. Crossing Btwn. Boynton St. / La Boice Dr. |



**INVENTORY OF TRAFFIC SIGNALS**

| <b>Location No.</b> | <b>Street</b>        | <b>Cross Streets / Segments</b>                |
|---------------------|----------------------|--|
| 107                 | Chevy Chase Dr.      | San Fernando Rd.                               |
| 108                 | Chevy Chase Dr.      | Sinclair Ave                                   |
| 109                 | Chevy Chase Dr.      | Verdugo Rd.                                    |
| 110                 | Chevy Chase Dr.      | Wilson Ave.                                    |
| 111                 | Chevy Chase Dr       | Windsor Rd                                     |
| 112                 | Civic Auditorium Dr. | Verdugo Rd.                                    |
| 113                 | College Dwy.         | Mountain St.                                   |
| 114                 | Colorado St.         | Columbus Ave                                   |
| 115                 | Colorado St.         | Everett St.                                    |
| 116                 | Colorado St.         | Galleria Way                                   |
| 117                 | Colorado St.         | Glendale Ave.                                  |
| 118                 | Colorado St.         | Louise St.                                     |
| 119                 | Colorado St.         | Pacific Ave.                                   |
| 120                 | Colorado St.         | Ped Crossing Btwn. Brand Blvd. / Central Ave.  |
| 121                 | Colorado St.         | Ped Crossing Btwn. Everett St. / Glendale Ave. |
| 122                 | Colorado St.         | San Fernando Rd.                               |
| 123                 | Colorado St.         | Verdugo Rd.                                    |
| 124                 | Columbus Ave.        | Wilson Ave.                                    |
| 125                 | Concord St.          | Doran St.                                      |
| 126                 | Concord St.          | Fairmont Ave.                                  |
| 127                 | Concord St.          | Glenoaks Blvd.                                 |
| 128                 | Concord St.          | Wilson Ave.                                    |
| 129                 | Crestmont Ct.        | Verdugo Rd.                                    |
| 130                 | Doran St.            | Glendale Ave.                                  |
| 131                 | Doran St             | Geneva Ave / Balboa Ave                        |
| 132                 | Doran St.            | Jackson St.                                    |
| 133                 | Doran St.            | Louise St.                                     |
| 134                 | Doran St.            | Maryland Ave.                                  |
| 135                 | Doran St.            | Orange St.                                     |
| 136                 | Doran St.            | Pacific Ave.                                   |
| 137                 | Doran St.            | San Fernando Rd.                               |
| 138                 | Dryden St.           | Pacific Ave.                                   |
| 139                 | Dunsmore Ave.        | Foothill Blvd.                                 |
| 140                 | Dunsmore Ave.        | Honolulu Ave.                                  |
| 141                 | El Cino Pl.          | Ocean View Blvd. / Verdugo Rd.                 |
| 142                 | Elk Ave.             | San Fernando Rd.                               |
| 143                 | Elm Ave.             | Glenoaks Blvd.                                 |
| 144                 | Ethel St.            | Glenoaks Blvd. / Rossmoyne Ave.                |
| 145                 | Fairmont Ave.        | San Fernando Rd.                               |
| 146                 | Fern Ln.             | Verdugo Rd.                                    |
| 147                 | Flower St.           | Justin Ave.                                    |
| 148                 | Flower St.           | Paula Ave.                                     |
| 149                 | Flower St.           | Sonora Ave.                                    |
| 150                 | Flower St.           | Western Ave.                                   |
| 151                 | Foothill Blvd.       | Lauderdale Ave.                                |
| 152                 | Foothill Blvd.       | Lowell Ave.                                    |
| 153                 | Foothill Blvd.       | New York Ave.                                  |
| 154                 | Gardena Ave.         | Los Feliz Rd.                                  |
| 155                 | Geneva St.           | Glenoaks Blvd.                                 |
| 156                 | Geneva St.           | Monterey Rd.                                   |
| 157                 | Glendale Ave.        | Glenoaks Blvd.                                 |
| 158                 | Glendale Ave.        | Harvard St.                                    |
| 159                 | Glendale Ave.        | Lexington Dr.                                  |

**INVENTORY OF TRAFFIC SIGNALS**

| <b>Location No.</b> | <b>Street</b>     | <b>Cross Streets / Segments</b>        |
|---------------------|-------------------|--|
| 160                 | Glendale Ave.     | Lomita Ave.                            |
| 161                 | Glendale Ave.     | Los Feliz Rd.                          |
| 162                 | Glendale Ave.     | Maple St.                              |
| 163                 | Glendale Ave.     | San Fernando Rd.                       |
| 164                 | Glendale Ave.     | Verdugo Rd.                            |
| 165                 | Glendale Ave.     | Wilson Ave.                            |
| 166                 | Glendale Ave.     | Windsor Rd.                            |
| 167                 | Glenoaks Blvd.    | Grandview Ave.                         |
| 168                 | Glenoaks Blvd.    | Graynold Ave.                          |
| 169                 | Glenoaks Blvd.    | Harvey Dr.                             |
| 170                 | Glenoaks Blvd.    | Highland Ave.                          |
| 171                 | Glenoaks Blvd.    | Irving Ave.                            |
| 172                 | Glenoaks Blvd.    | Jackson St.                            |
| 173                 | Glenoaks Blvd.    | Justin Ave.                            |
| 174                 | Glenoaks Blvd.    | Kenilworth Ave.                        |
| 175                 | Glenoaks Blvd.    | Louise St.                             |
| 176                 | Glenoaks Blvd.    | Pacific Ave.                           |
| 177                 | Glenoaks Blvd.    | Rosedale Ave.                          |
| 178                 | Glenoaks Blvd.    | Sonora Ave.                            |
| 179                 | Glenoaks Blvd.    | Verdugo Rd.                            |
| 180                 | Glenoaks Blvd.    | Western Ave.                           |
| 181                 | Glenwood Rd.      | Pacific Ave.                           |
| 182                 | Glorietta Ave.    | Verdugo Rd.                            |
| 183                 | Grandview Ave.    | Kenneth Rd.                            |
| 184                 | Harvard St.       | Louise St.                             |
| 185                 | Harvard St.       | San Fernando Rd.                       |
| 186                 | Harvard St.       | Verdugo Rd.                            |
| 187                 | Harvey Dr.        | Holly Dr.                              |
| 188                 | Harvey Dr.        | Wilson Terr.                           |
| 189                 | Highland Ave.     | San Fernando Rd.                       |
| 190                 | Honolulu Ave.     | La Crescenta Ave.                      |
| 191                 | Honolulu Ave.     | Lowell Ave.                            |
| 192                 | Honolulu Ave.     | Montrose Ave. / Verdugo Rd.            |
| 193                 | Honolulu Ave.     | New York Ave.                          |
| 194                 | Honolulu Ave.     | Ocean View Blvd.                       |
| 195                 | Honolulu Ave.     | Ped Crossing btw Glenwood Ave. (N / S) |
| 196                 | Honolulu Ave.     | Ramsdell Ave.                          |
| 197                 | Honolulu Ave.     | Whiting Woods Rd.                      |
| 198                 | Honolulu Pl.      | Montrose Ave. / Pennsylvania Ave.      |
| 199                 | Isabel St.        | Wilson Ave.                            |
| 200                 | Jackson St.       | Lexington Dr.                          |
| 201                 | Jackson St.       | Monterey Rd.                           |
| 202                 | Jackson St.       | Wilson Ave.                            |
| 203                 | Justin Ave.       | San Fernando Rd.                       |
| 204                 | Kenwood St.       | Wilson Ave.                            |
| 205                 | La Crescenta Ave. | Montrose Ave.                          |
| 206                 | La Crescenta Ave. | Roselawn Ave.                          |
| 207                 | La Crescenta Ave. | Shirley Jean St.                       |
| 208                 | La Crescenta Ave. | Verdugo Rd.                            |
| 209                 | Lake St.          | Sonora Ave.                            |
| 210                 | Lake St.          | Western Ave.                           |
| 211                 | Lexington Dr.     | Maryland Ave.                          |
| 212                 | Lexington Dr.     | Orange St.                             |

**INVENTORY OF TRAFFIC SIGNALS**

| <b>Location No.</b> | <b>Street</b>    | <b>Cross Streets / Segments</b> |
|---------------------|------------------|---------------------------------|
| 213                 | Lexington Dr.    | Pacific Ave.                    |
| 214                 | Los Angeles St.  | San Fernando Rd.                |
| 215                 | Los Feliz Rd.    | San Fernando Rd.                |
| 216                 | Louise St.       | Monterey Rd.                    |
| 217                 | Louise St.       | Wilson Ave.                     |
| 218                 | Magnolia Ave.    | San Fernando Rd.                |
| 219                 | Maple St.        | Verdugo Rd.                     |
| 220                 | Milford St.      | Orange St.                      |
| 221                 | Monterey Rd.     | Verdugo Rd.                     |
| 222                 | Montrose Ave     | Pennsylvania Ave.               |
| 223                 | Mountain Ave.    | Verdugo Rd.                     |
| 224                 | Oakwood Ave.     | Ped Crossing Verdugo Rd. (PHB)  |
| 225                 | Orange St.       | Wilson Ave.                     |
| 226                 | Pacific Ave.     | Riverdale Dr.                   |
| 227                 | Pacific Ave.     | San Fernando Rd.                |
| 228                 | Pacific Ave.     | Stocker St.                     |
| 229                 | Pacific Ave.     | Vine St.                        |
| 230                 | Pacific Ave.     | Wilson Ave.                     |
| 231                 | Park Pl.         | Verdugo Blvd.                   |
| 232                 | Riverdale Dr.    | San Fernando Rd.                |
| 233                 | Riverside Dr.    | Western Ave.                    |
| 234                 | Rosedale Ave.    | San Fernando Rd.                |
| 235                 | San Fernando Rd. | Sonora Ave.                     |
| 236                 | San Fernando Rd. | Western Ave.                    |
| 237                 | Sinclair Ave.    | Wilson Ave.                     |
| 238                 | Towne St.        | Verdugo Rd.                     |
| 239                 | Valihi Way       | Verdugo Rd.                     |
| 240                 | Verdugo Loma Dr. | Verdugo Rd.                     |
| 241                 | Verdugo Rd.      | Wabasso Way                     |
| 242                 | Verdugo Rd.      | Wilson Ave.                     |
| 243                 | Victory Blvd.    | Western Ave                     |
| 244                 | Porter St        | Ped Crossing Colorado St. (PHB) |
| 245                 | Lincoln Ave      | Ped Crossing Colorado St. (PHB) |
| 246                 | Future Location  |                                 |

**Summary**

Traffic Signals: 236

Signalized Pedestrian Crosswalks: 9

Total Signals 245

PHB: Pedestrian Hybrid Beacon

INVENTORY OF HARD-WIRED FLASHING BEACON

| Location No. | Street          | Cross Streets/Segments                | Segment Type | Crosswalk Type       |
|--------------|-----------------|---------------------------------------|--------------|----------------------|
| 1            | Adams St        | Stanford Dr.                          | Intersection | HWFB (Red)           |
| 2            | Brand Blvd.     | Btwn. Broadway & Wilson               | Mid-block    | HWFB (Yellow)        |
| 3            | Brand Blvd.     | Btwn. California Ave & Wilson Ave     | Mid-block    | HWFB (Yellow)        |
| 4            | Brand Blvd.     | Btwn. California Ave & Lexington Dr   | Mid-block    | HWFB (Yellow)        |
| 5            | Brand Blvd.     | Btwn. Doran St. & Milford St          | Mid-block    | HWFB (Yellow)        |
| 6            | Buckingham Rd   | Chevy Chase Dr                        | Intersection | HWFB (Yellow W11-10) |
| 7            | Cedar St        | Colorado St                           | Intersection | HWFB (Yellow)        |
| 8            | Chevy Chase Dr  | Btwn. Buckingham Rd & Sussex Ct-NB    | Mid-block    | HWFB (W11-10)        |
| 9            | Chevy Chase Dr  | Btwn. Emerald Isle Dr & Sussex Ct.-SB | Mid-block    | HWFB (W11-10)        |
| 10           | Colorado St     | Fischer St                            | Intersection | HWFB (Yellow)        |
| 11           | Colorado St     | Lafayette St                          | Intersection | HWFB (Yellow)        |
| 12           | Future Location |                                       |              |                      |

Summary Notes

HWFB: 11

HWFB- Hard-Wired Flashing Beacon

\*Future PHB System

## INVENTORY OF SOLAR-POWERED WIRELESS FLASHING BEACON

| Location No.<br>Type | Street             | Cross Streets/Segments              | Segment Type | Crosswalk                 |
|----------------------|--------------------|-------------------------------------|--------------|---------------------------|
| 1                    | Agner Ave.         | Honolulu Ave.                       | Intersection | SPWFB (RRFB)              |
| 2                    | Alabama St.        | New York Ave.                       | Intersection | SPWFB (RRFB)              |
| 3                    | Brand Blvd.        | Cypress St.                         | Intersection | SPWFB (RRFB)              |
| 4                    | Brand Blvd.        | Glenoaks Service Rd.                | Intersection | SPWFB (Yellow)            |
| 5                    | Brand Blvd.        | Laurel St.                          | Intersection | SPWFB (RRFB)              |
| 6                    | Brand Blvd.        | Magnolia Ave.                       | Intersection | SPWFB (RRFB)              |
| 7                    | Brand Blvd.        | Maple St. & Windsor Rd.             | Mid-Block    | SPWFB (RRFB)              |
| 8                    | Broadway           | Cedar St.                           | Intersection | SPWFB (RRFB & Yellow)     |
| 9                    | Central Ave.       | Fairview Ave.                       | Intersection | SPWFB (Yellow)            |
| 10                   | Central Ave.       | Laurel Ave.                         | Intersection | SPWFB (RRFB)              |
| 11                   | Cerritos Ave.      | Glendale Ave.                       | Intersection | SPWFB (RRFB)              |
| 12                   | Chestnut St.       | Glendale Ave.                       | Intersection | SPWFB (RRFB)              |
| 13                   | Chevy Chase Dr.    | Btwn. Garfield Ave. & Windsor Rd.   | Mid-Block    | SPWFB (Yellow Spd Lmt)    |
| 14                   | Colorado St.       | Kenwood St.                         | Intersection | SPWFB (RRFB)              |
| 15                   | Colorado St.       | Lincoln Ave.                        | Intersection | SPWFB (RRFB)**            |
| 16                   | Columbus           | Hawthorne                           | Intersection | SPWFB (RRFB)              |
| 17                   | Cypress St.        | Glendale Ave.                       | Intersection | SPWFB (RRFB)              |
| 18                   | Davis Ave.         | Flower St.                          | Intersection | SPWFB (RRFB)              |
| 19                   | Dunsmore Ave.      | Btwn. Los Amigos St. & Pontiac St.  | Mid-Block    | SPWFB (RRFB)              |
| 20                   | Elk Ave.           | Glendale Ave.                       | Intersection | SPWFB (RRFB)              |
| 21                   | Eulalia St.        | Glendale Ave.                       | Intersection | SPWFB (RRFB)              |
| 22                   | Garfield Ave.      | Glendale Ave.                       | Intersection | SPWFB (RRFB)              |
| 23                   | Glencoe Wy.        | Verdugo Rd.                         | Intersection | SPWFB (RRFB)              |
| 24                   | Glendale Ave.      | Palmer Ave.                         | Intersection | SPWFB (RRFB)              |
| 25                   | Glendale Ave.      | Raleigh St.                         | Intersection | SPWFB (RRFB)              |
| 26                   | Glenoaks Blvd.     | Btwn. Mt. Carmel Dr. & Waltonia Dr. | Mid-Block    | SPWFB (RRFB)              |
| 27                   | Grand Central Ave. | Btwn. Grandview & Sonora Ave.-NB    | Mid-Block    | SPWFB (RRFB)              |
| 28                   | Grand Central Ave. | Btwn. Grandview & Sonora Ave.-SB    | Mid-Block    | SPWFB (RRFB)              |
| 29                   | Grand Central Ave. | Sonora Ave.                         | Intersection | SPWFB (RRFB)              |
| 30                   | Isabel St.         | Btwn. Broadway & Wilson Ave.        | Mid-Block    | SPWFB (Yellow)            |
| 31                   | Kirkby Rd.         | Verdugo Rd.                         | Intersection | SPWFB (W11-2)             |
| 32                   | Linda Vista Rd.    | E/O Figueroa St.                    | Mid-Block    | SPWFB (Yellow Stop Ahead) |
| 33                   | Louise St.         | Btwn. Broadway & Harvard St.        | Mid-Block    | SPWFB (RRFB)              |
| 34                   | Louise St.         | Btwn. Broadway & Wilson Ave.        | Mid-Block    | SPWFB (RRFB)              |
| 35                   | Louise St.         | Btwn. Colorado St. & Harvard St.    | Mid-Block    | SPWFB (RRFB)              |
| 36                   | Milford St.        | Pacific Ave.                        | Intersection | SPWFB (RRFB)              |
| 37                   | Montrose Ave.      | Btwn. Ramsdell x La Crescenta Ave   | Mid-block    | SPWFB (RRFB)              |
| 38                   | Monterey Rd.       | Btwn. Galer Pl. & Naranja Dr.       | Mid-Block    | SPWFB (RRFB)              |
| 39                   | Mountain St.       | Btwn. College Dwy. & SB 2 On Ramp   | Mid-Block    | SPWFB (Yellow W7-1)       |
| 40                   | Pacific Ave        | Spencer St                          | Intersection | SPWFB (RRFB)              |
| 41                   | Sunview Ave.       | Verdugo Rd.                         | Intersection | SPWFB (RRFB)              |
| 42                   | Verdugo Rd.        | Btwn. Arvin Dr. & Kirkby Rd.        | Mid-Block    | SPWFB (Yellow)            |
| 43                   | Verdugo Rd.        | Btwn. Crestmont Ct. & Oak Knoll Rd. | Mid-Block    | SPWFB (Yellow)            |
| 44                   | Verdugo Rd         | Paloma Ave.                         | Intersection | SPWFB (Yellow)            |
| 45                   | Verdugo Rd         | Vickers Dr.                         | Intersection | SPWFB (Yellow)            |
| 46                   | Wilson Ave         | Belmont St                          | Intersection | SPWFB (RRFB)*             |
| 47                   | Colorado St        | Jackson St.                         | Intersection | SPWFB (RRFB)*             |
| 48                   | Future Location    |                                     |              |                           |

## Summary Notes

SPWFB (RRFB): 35

Beacon

SPWFB (Yellow): 10

SPWFB (W11-2 Sign):1

SPWFB (RRFB &amp; Yellow) :1

Total SPWFB: 47

SPWFB- Solar-Powered Wireless Flashing

SB- Southbound

Btwn.- Between

E/O- East of

NB- Northbound

RRFB- Rectangular Rapid Flashing Beacon

\*Maintenance will start in December 2024 for the newly constructed RRFB

\*\*Future PHB System

INVENTORY OF IN ROADWAY WARNING LIGHT SYSTEM (IRWLS) LOCATION

| Location No.<br>Type | Street          | Cross Streets/Segments | Segment Type | Crosswalk     |
|----------------------|-----------------|------------------------|--------------|---------------|
| 1                    | Kirkby Rd.      | Verdugo Rd.            | Intersection | SPWFB (W11-2) |
| 2                    | Future Location |                        |              |               |

Summary Notes

IRWLS: 1

SPWFB- Solar-Powered Wireless Flashing Beacon  
IRWLS – In Roadway Warning Light System

## INVENTORY OF SOLAR-POWERED WIRELESS FLASHING BEACON SIGN ENHANCEMENT

| Location No.<br>Type | Street            | Cross Streets/Segments               | Segment Type | Crosswalk             |
|----------------------|-------------------|--------------------------------------|--------------|-----------------------|
| 1<br>Sign)           | Canada Blvd.      | Btwn. Country Club Dr. & Verdugo Rd. | Mid-Block    | SPWFB (Yellow Curve   |
| 2                    | Emerald Isles Dr. | Dublin Dr.                           | Intersection | SPWFB (Red)           |
| 3                    | Emerald Isles Dr. | Kirkam Dr.                           | Intersection | SPWFB (Red)           |
| 4                    | Emerald Isles Dr. | Lenore Dr.                           | Intersection | SPWFB (Red)           |
| 5                    | Fairmont Ave.     | Flower St.                           | Intersection | SPWFB (Red)           |
| 6                    | Glenwood Rd.      | Btwn. Concord St. & Virginia Ave.    | Mid-Block    | SPWFB (Red)           |
| 7                    | Honolulu Ave.     | Orangedale Ave.                      | Intersection | SPWFB (Red)           |
| 8                    | Bara Rd.          | Verdugo Rd.                          | Intersection | SPWFB (Yellow & W1-3) |
| 9                    | Brook Ln.         | Verdugo Rd.                          | Intersection | SPWFB (Yellow & W1-3) |
| 10                   | Verdugo Rd.       | Btwn. Fern Ln. & Glorietta Ave.      | Mid-Block    | SPWFB (Yellow & W1-3) |
| 11                   | Oakwood Ave.      | Verdugo Rd.                          | Intersection | SPWFB (Yellow & W1-3) |
| 12                   | Verdugo Rd.       | Btwn. Canada Blvd. & Sparr Blvd.     | Mid-Block    | SPWFB (Yellow & W1-3) |
| 13                   | Alpha Rd.         | Verdugo Rd.                          | Intersection | SPWFB (Yellow & W1-3) |
| 14                   | Linda Vista Rd.   | Btwn. Buckingham Rd. & Figueroa St.  | Mid-Block    | SPWFB (Yellow & W1-3) |
| 15                   | Future Location   |                                      |              |                       |

### Summary

SPWFB: 14  
Beacon

### Notes

SPWFB- Solar-Powered Wireless Flashing

INVENTORY OF PERMANENT SPEED RADAR SIGNS

| Location No. | Street           | Cross Streets/Segments                  | Segment Type | Crosswalk Type |
|--------------|------------------|---|--------------|----------------|
| 1            | Glendale Ave.    | Btwn. Cypress St. & Madison Way.        | Mid-Block    | NB HW          |
| 2            | Glendale Ave.    | Btwn. Cypress St. & Palmer Ave.         | Mid-Block    | SB HW          |
| 3            | Canada Blvd.     | Btwn. Colina Dr. & Parking Lot #34 Dwy. | Mid-Block    | NB HW          |
| 4            | Canada Blvd.     | Btwn. Colina Dr. & Parking Lot #34 Dwy. | Mid-Block    | SB HW          |
| 5            | Glenoaks Blvd    | Mt. Carmel. Dr.                         | Intersection | EB HW          |
| 6            | Glenoaks Blvd    | Btwn. Mt. Carmel. Dr. & Waltonia Dr.    | Mid-Block    | WB HW          |
| 7            | Glenoaks Blvd    | Btwn. Edward Pl. & Sleepy Hollow Dr.    | Mid-Block    | EB HW          |
| 8            | Glenoaks Blvd    | Btwn. Edward Pl. & Sleepy Hollow Dr.    | Mid-Block    | WB HW          |
| 9            | Adams St.        | Btwn. Cornell Dr. & Yale Dr.            | Mid-Block    | NB SP          |
| 10           | Adams St.        | Btwn. Cornell Dr. & Yale Dr.            | Mid-Block    | SB SP          |
| 11           | Chevy Chase Dr.  | Acorn Pl.                               | Intersection | EB SP          |
| 12           | Chevy Chase Dr.  | Acorn Pl.                               | Intersection | WB SP          |
| 13           | Highland Ave Btw | Olmsted Dr & Glenwood Rd                | Mid-Block    | NB SP          |
| 14           | Highland Ave Btw | Olmsted Dr & Glenwood Rd                | Mid-Block    | SB SP          |
| 15           | Pacific Ave      | Salem St                                | Intersection | NB SP          |
| 16           | Pacific Ave      | Salem St                                | Intersection | SB SP          |
| 17           | Verdugo Rd       | Hillside Dr                             | Intersection | NB SP          |
| 18           | Verdugo Rd       | Btw Fern Ln & El Rito Ave               | Mid-Block    | NB SP          |
| 19           | Verdugo Rd       | Del Valle Ave                           | Intersection | SB SP          |
| 20           | Verdugo Rd       | Btw Alpha Rd & Los Encinos Ave          | Mid-Block    | SB SP          |
| 21           | Verdugo Rd       | Btw Alpha Rd & Los Encinos Ave          | Mid-Block    | NB SP          |
| 22           | Verdugo Rd       | Btw Menlo Dr & Sparr Blvd               | Mid-Block    | SB SP          |
| 23           | Future Location  |   |              |                |

| Summary           | Notes                   |
|-------------------|-------------------------|
| HW Hard-Wired: 12 | Btwn.- Between          |
| SP Solar Powered: | HW- Hard-Wired          |
| SP- Solar Powered | (TrafficLogix w/mobile) |



Exhibit B: Fee Schedule/Hourly Rate

I. Base Fee Schedule for Routine Preventive Maintenance

Please provide a monthly base fee for routine preventive maintenance as described in the Scope of Service. The monthly base fee shall consider the cost of labor, parts and material, equipment, tools, vehicles, overhead, and all other expenses needed to perform the routine preventive Maintenance Program, provide a monthly base fee for this service.

Monthly **base fee** for each signalized intersection \$ 88.50

Monthly **base fee** for each hard-wired flashing beacon location \$ 43.00

Monthly **base fee** for each solar-powered wireless flashing beacon location \$ 44.00

Monthly **base fee** for each in-roadway warning light system location \$ 63.00

Monthly **base fee** for solar-powered wireless flashing beacon sign enhancement \$ 16.00

Monthly **base fee** for permanent speed radar signs \$ 44.00

II. Fee Schedule for Extraordinary Maintenance

Provide fee schedule for labor, services, and equipment. With the exception of pole or cabinet knockdowns and other emergency situation, extraordinary maintenance requires prior written approval from the City before any work is scheduled. The Contractor shall prepare estimates showing the cost breakdown of material and labor for the services and submit this information to the City. The City reserves the right to obtain price quotes from more than one contractor to conduct extraordinary maintenance services.

A. Labor Fee Schedule:

| Classification/Duties  | Hourly Straight Time | Hourly Overtime | Hourly Premium |
|------------------------|----------------------|-----------------|----------------|
| Traffic Signal Foreman | \$153.00             | \$194.00        | \$235.00       |

Duties: Lead technician/electrician. Responsible for  
overseeing project assigned field personnel.

| Classification/Duties              | Hourly Straight Time | Hourly Overtime | Hourly Premium |
|------------------------------------|----------------------|-----------------|----------------|
| Transportation Systems Electrician | \$144.00             | \$180.00        | \$217.00       |

Duties: Responsible for responding to all call-outs and making required repairs to the traffic signal system and all fiber optic communications.

\_\_\_\_\_

\_\_\_\_\_

| Classification/Duties             | Hourly Straight Time | Hourly Overtime | Hourly Premium |
|-----------------------------------|----------------------|-----------------|----------------|
| Transportation Systems Technician | \$126.00             | \$153.00        | \$180.00       |

Duties: Preventative Maintenance.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

| Classification/Duties     | Hourly Straight Time | Hourly Overtime | Hourly Premium |
|---------------------------|----------------------|-----------------|----------------|
| Traffic Signal Groundsman | \$109.00             | \$158.00        | \$158.00       |

Duties: Digging, Trenching, e tc. under Supervision of Foreman.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

| Classification/Duties | Hourly Straight Time | Hourly Overtime |
|-----------------------|----------------------|-----------------|
| Duties: _____         |                      |                 |

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

| Classification/Duties | Hourly Straight Time | Hourly Overtime |
|-----------------------|----------------------|-----------------|
|                       |                      |                 |

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Regular, Overtime, and Premium time explanation:**

- Regular Hours are Monday through Friday (excluding holidays) from 6:00am to 6:00pm.

- **Overtime Hours are Monday through Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.**
- **Premium Hours are Monday through Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day**

**Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.**

**B. Service fee schedule:**

- 1. Cabinet and controller laboratory testing & certification      \$ 1,055.00 per Item
- 2. USA marking      \$ 225.00 per Loc.
- 3. Furnish and Install 6'-diameter inductive loop detector:

| <u>Quantity</u> | <u>Price Each</u> |
|-----------------|-------------------|
| 1 to 4          | \$ <u>785.00</u>  |
| 5 to 12         | \$ <u>610.00</u>  |
| 13 to 20        | \$ <u>610.00</u>  |
| 20 or more      | \$ <u>610.00</u>  |

- 4. Furnish and Install 12" LED green ball:

| <u>Quantity</u> | <u>Price Each</u> |
|-----------------|-------------------|
| 1 to 10         | \$ <u>105.00</u>  |
| 10 to 25        | \$ <u>100.00</u>  |
| 25 to 45        | \$ <u>95.00</u>   |
| 45 to 70        | \$ <u>90.00</u>   |
| 70 to 100       | \$ <u>86.00</u>   |
| 100 or more     | \$ <u>86.00</u>   |

- 5. Furnish and Install 12" LED red ball:

| <u>Quantity</u> | <u>Price Each</u> |
|-----------------|-------------------|
| 1 to 10         | \$ <u>105.00</u>  |
| 10 to 25        | \$ <u>100.00</u>  |
| 25 to 45        | \$ <u>95.00</u>   |
| 45 to 70        | \$ <u>90.00</u>   |
| 70 to 100       | \$ <u>86.00</u>   |
| 100 or more     | \$ <u>86.00</u>   |

**City of Glendale TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM**

## 6. Furnish and Install 12" LED yellow ball:

| <u>Quantity</u> | <u>Price Each</u> |
|-----------------|-------------------|
| 1 to 10         | \$ <u>105.00</u>  |
| 10 to 25        | \$ <u>100.00</u>  |
| 25 to 45        | \$ <u>95.00</u>   |
| 45 to 70        | \$ <u>90.00</u>   |
| 70 to 100       | \$ <u>86.00</u>   |
| 100 or more     | \$ <u>86.00</u>   |

## 7. Install Traffic Signal Pole Foundation per latest Caltrans Standard Plans:

| <u>Type</u>         | <u>Price Each</u>   |
|---------------------|---------------------|
| 1A                  | \$ <u>2,400.00</u>  |
| 15TS                | \$ <u>3,100.00</u>  |
| 21TS                | \$ <u>9,650.00</u>  |
| (16/17/18/19)-3-100 | \$ <u>9,650.00</u>  |
| (24/26)-4-100       | \$ <u>10,100.00</u> |
| 28/29-5-100         | \$ <u>10,625.00</u> |

8. LED pedestrian signal module: \$ 210.00 per module9. Pedestrian Push Button (PPB): \$ 102.00 per button10. Accessible Pedestrian Signals (APS) \$ 1,240.00 per button11. Traffic signal backplate: \$ 275.00 per backplate12. Fiber optic cable installation: \$ 2.05 per foot

**C. Equipment Fee Schedule:**

|  |                 |          |
|--|-----------------|----------|
| 1. Personnel Vehicle                         | \$ <u>10.00</u> | per hour |
| 2. Pickup Truck                              | \$ <u>28.00</u> | per hour |
| 3. Bucket Truck, specify height: <u>35'</u>  | \$ <u>32.00</u> | per hour |
| 4. Bucket Truck, specify height: <u>40'</u>  | \$ <u>32.00</u> | per hour |
| 5. Bucket Truck, specify height: <u>45'</u>  | \$ <u>32.00</u> | per hour |
| 6. Bucket Truck, specify height: <u>60'+</u> | \$ <u>65.00</u> | per hour |
| 7. Other: <u>Crane Truck</u>                 | \$ <u>65.00</u> | per hour |
| 8. <u>Service Truck</u>                      | \$ <u>32.00</u> | per hour |
| 9. <u>Dump Truck</u>                         | \$ <u>32.00</u> | per hour |
| 10. <u>Compressor with tools</u>             | \$ <u>5.00</u>  | per hour |
| 11. <u>Arrowboard</u>                        | \$ <u>5.00</u>  | per hour |

Any equipment not listed will be charged per current Caltrans equipment rates. The City will pay a maximum travel time of one hour in each direction for emergency extraordinary maintenance during non-working hours, weekends, and holidays.

**III. IV. Material Cost Mark-up**

Provide proposed mark-up percentage of invoiced price for cost of material. Proposed mark-up = 15 %

**IV. V. Annual Fee Adjustment**

At the end of the of each one-year period, the City will allow the fee for routine preventive and extraordinary maintenance services to be adjusted. The annual percentage adjustment fee shall be subject to change in accordance with the Consumer Price Index, Los Angeles County, as published by the U.S. Department of Labor.



**EXHIBIT C-**  
**INSURANCE REQUIREMENTS**  
**PROFESSIONAL SERVICES AGREEMENT**

**"PROFESSIONAL LIABILITY" INSURANCE**

1.1 Without limiting CONSULTANT's liability and at its sole expense, CONSULTANT shall obtain, pay for, and maintain a Professional Liability insurance policy.

1.2 The Professional Liability policy must:

- (A) Include "errors and omissions" coverage or "malpractice" coverage;
- (B) Afford "practice specific" or "project specific" coverage;
- (C) Provide limits of liability in an amount not less than:
  - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
  - (2) TWO MILLION DOLLARS (\$2,000,000) in the aggregate;
- (D) Cover a claim or claims arising out of the performance of professional services by:
  - (1) CONSULTANT;
  - (2) CONSULTANT's Subconsultant(s);
  - (3) Anyone whom CONSULTANT or its Subconsultant(s) directly or indirectly employs or uses; or
  - (4) Anyone whose acts CONSULTANT or its Subconsultant(s) may be liable; and
- (E) Provide coverage for:
  - (1) The duration of this Agreement; and
  - (2) At least three (3) years after the Project's completion:
    - (a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an "extended reporting period" ("ERP") or a "discovery" feature— to allow CITY to report a claim— for a period of not less than three (3) years following the initial policy's expiration, or following CITY's recordation of its "notice of completion" for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
    - (b) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with "prior acts" coverage), for a period of three (3) years following the initial policy's expiration, or following CITY's recordation of its "notice of completion" for the Project, whichever date is later. Each policy must have a "retroactive date" that coincides with, or is earlier than, this Agreement's Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

1.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY's review and approval, in its sole discretion.

1.4 CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

**EXHIBIT C-**  
**INSURANCE REQUIREMENTS**  
**PROFESSIONAL SERVICES AGREEMENT**

**"WORKERS' COMPENSATION" INSURANCE**

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— for the duration of this Agreement:

- (A) Complete Workers' Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer's Liability insurance in an amount not less than:
  - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
  - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
  - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 CONSULTANT shall provide CITY with a "*certificate of insurance*" and a subrogation endorsement, "*Waiver of Our Right to Recover From Others*"— on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement's workers' compensation insurance requirements.

1.3 CITY shall not be liable to CONSULTANT's personnel, or anyone CONSULTANT directly or indirectly employs or uses, for a claim at law or in equity arising out of CONSULTANT's failure to comply with this Agreement's workers' compensation insurance requirements.

**EXHIBIT C-**  
**INSURANCE REQUIREMENTS**  
**PROFESSIONAL SERVICES AGREEMENT**

**"COMMERCIAL GENERAL LIABILITY" OR "BUSINESSOWNERS LIABILITY" INSURANCE**

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a "Commercial General Liability" or a "Businessowners Liability" insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, "CITY AND ITS REPRESENTATIVES") as additional insureds.

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONSULTANT. If CONSULTANT has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and
- (D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

1.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);
- (B) Independent Contractors' Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
- (D) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
- (E) Contractual Liability; and
- (F) Broad Form Property Damage.

1.4 CONSULTANT shall provide CITY with a "certificate of insurance" and an "additional insured endorsement"— on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The "certificate of insurance" and an "additional insured endorsement" must state:

"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

**EXHIBIT C-**  
**INSURANCE REQUIREMENTS**  
**PROFESSIONAL SERVICES AGREEMENT**

**"BUSINESS AUTOMOBILE" LIABILITY INSURANCE**

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a "Business Automobile" insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insureds.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
- (C) ONE MILLION DOLLARS (\$1,000,000) combined single limit ("CSL").

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONSULTANT shall provide CITY with a "certificate of insurance" and an "additional insured endorsement"— on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The "certificate of insurance" and an "additional insured endorsement" must state:

"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

**EXHIBIT C-**  
**INSURANCE REQUIREMENTS**  
**PROFESSIONAL SERVICES AGREEMENT**

**GENERAL REQUIREMENTS**

1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be "admitted" insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance's "List of Approved Surplus Line Insurers" ("LASLI");
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry a minimum A.M. Best Company Financial Strength Rating of "A:VII," or better.

1.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONSULTANT shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages' continuation.

1.3 A deductible or self-insured retention is subject to CITY's review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in CONSULTANT's insurance policy:

- (A) If CONSULTANT's insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, "its representatives") as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
  - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
  - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
- (B) CONSULTANT's insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONSULTANT's insurance;
- (D) CITY's insurance, or self-insurance, or both, will not contribute with CONSULTANT's insurance policy;
- (E) CONSULTANT and CONSULTANT's insurance company waive— and shall not exercise— any right of recovery or subrogation that CONSULTANT or the insurer may have against CITY, or its representatives, or both;
- (F) CONSULTANT's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;
- (G) CONSULTANT's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- (H) CITY is not liable for a premium payment or another expense under CONSULTANT's policy.

November 18, 2024 Special & Regular Meeting

1.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:

- (A) Review this Agreement's insurance coverage requirements; or
- (B) Require that CONSULTANT:
  - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
    - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONSULTANT under this Agreement;
    - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONSULTANT under this Agreement; or
    - (c) The availability, or affordability, or both, of increased liability insurance coverage;
  - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
  - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.

1.6 CONSULTANT shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONSULTANT must maintain after the Final Payment.

1.7 CONSULTANT's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.8 CONSULTANT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONSULTANT shall deliver to CITY evidence of the required coverage as proof that CONSULTANT's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.9 At any time, upon CITY's request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONSULTANT's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.10 If CONSULTANT hires, employs, or uses a Subconsultant to perform work, services, operations, or activities on CONSULTANT's behalf, CONSULTANT shall ensure that the Subconsultant:

- (A) Meets, and fully complies with, this Agreement's insurance requirements;
- (B) Delivers to CITY—for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
- (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subconsultant's insurance policy or policies for CITY's review, or approval, or both.

1.11 CONSULTANT's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONSULTANT's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONSULTANT.

**EXHIBIT C-**  
**INSURANCE REQUIREMENTS**  
**PROFESSIONAL SERVICES AGREEMENT**

**CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS**

1.1 CONSULTANT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONSULTANT signs and delivers the Agreement to CITY, CONSULTANT also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A "certificate of insurance" for Workers' Compensation insurance; or  
If CONSULTANT is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or  
If CONSULTANT is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;
- (D) A subrogation endorsement, "Waiver of Our Right to Recover From Others," for Workers' Compensation coverage; and
- (E) A complete copy of CONSULTANT's Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONSULTANT obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

**INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

2.1 This Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

**CITY OF SAN FERNANDO – PUBLIC WORKS DEPT  
TRAFFIC SIGNALS - INVENTORY LIST**

| NO. | SIGNAL NO.    | LOCATION #1 | & | LOCATION #2  | PROGRAM TYPE    | MONITOR TYPE |
|-----|---------------|-------------|---|--------------|-----------------|--------------|
| 1   | MO10          | MISSION     | & | O'MELVENY    | LACO 1 WWV      | 220A         |
| 2   | MM11          | MISSION     | & | MOTT         | LACO 1 WWV      | 220A         |
| 3   | MK12          | MISSION     | & | KEWEN        | LACO 1 WWV      | 220A         |
| 4   | MH13          | MISSION     | & | HOLLISTER    | LACO 1 WWV      | 220A         |
| 5   | MP14          | MISSION     | & | PICO         | LACO 1 WWV      | 220A         |
| 6   | MC15          | MISSION     | & | CELIS        | LACO 1 WWV      | 220A         |
| 7   | MS16          | MISSION     | & | S. F. ROAD   | LACO            | 210          |
| 8   | MT17          | MISSION     | & | TRUMAN       | LACO            | 210P         |
| 9   | MF23          | MACLAY      | & | FIRST        | LACO            | 210P         |
| 10  | MT22          | MACLAY      | & | TRUMAN       | LACO 1R (DA)    | 210P         |
| 11  | MS21          | MACLAY      | & | S. F. ROAD   | LACO            | 210P         |
| 12  | MC20          | MACLAY      | & | CELIS        | LACO 1R         | 210A         |
| 13  | MP19          | MACLAY      | & | PICO         | LACO 1R         | 210A         |
| 14  | MK18          | MACLAY      | & | KEWEN        | LACO 1R         | 210          |
| 15  | BT44          | BRAND       | & | THIRD        | LACO 1R         | 210 EDI      |
| 16  | BF36          | BRAND       | & | FOURTH       | LACO 1R         | 210 EDI      |
| 17  | BK30          | BRAND       | & | KEWEN        | LACO 1R         | 220A         |
| 18  | BH31          | BRAND       | & | HOLLISTER    | LACO 1R         | 220A         |
| 19  | BM45          | BRAND       | & | MOTT         | LACO 1R         | 210 EDI      |
| 20  | BP32          | BRAND       | & | PICO         | LACO 1R         | 220A         |
| 21  | BC33          | BRAND       | & | CELIS        | LACO 1R         | 220A         |
| 22  | BS34          | BRAND       | & | S. F. ROAD   | LACO 1R         | 210          |
| 23  | BT35          | BRAND       | & | TRUMAN       | LACO 1R         | 210          |
| 24  | TW41          | TRUMAN      | & | WOLFSKILL    | LACO 1R         | 210          |
| 25  | SW40          | S.F. ROAD   | & | WOLFSKILL    | LACO 1R         | 220A         |
| 26  | CC38          | CELIS       | & | CHATSWORTH   | LACO 1R         | 210          |
| 27  | SW06          | S. F. ROAD  | & | WORKMAN      | LACO 1R         | 210          |
| 28  | TW07          | TRUMAN      | & | WORKMAN      | LACO 1R         | 220          |
| 29  | HS01          | HUBBARD     | & | S. F. ROAD   | BI TRANS 200 SA | 210          |
| 30  | HT02          | HUBBARD     | & | TRUMAN       | BI TRANS 200 SA | 210          |
| 31  | HF03          | HUBBARD     | & | FIRST        | BI TRANS 200 SA | 210          |
| 32  | HS05          | HUBBARD     | & | SECOND       |                 |              |
| 33  | HF04          | HUBBARD     | & | FOURTH       | LACO 1R         | 210          |
| 34  | FH08          | FIRST       | & | HARDING      | LACO 1R         | 210          |
| 35  | MF24          | MACLAY      | & | FOURTH       | LACO 1R         | 210          |
| 36  | ML25          | MACLAY      | & | LIBRARY      | LACO 1R         | 220A         |
| 37  | MF26          | MACLAY      | & | FIFTH        | LACO 1R         | 220A         |
| 38  | MG27          | MACLAY      | & | GLENOAKS     | LACO            | 220A         |
| 39  | MS28          | MACLAY      | & | SEVENTH      | LACO 1R         | 220A         |
| 40  | ME29          | MACLAY      | & | EIGHTH       | LACO 1R         | 220A         |
| 41  | GO05          | GLENOAKS    | & | ORANGE GROVE | LACO            | 210P         |
| 42  | GH09          | GLENOAKS    | & | HARDING      | LACO            | 210P         |
| 43  | GB37          | GLENOAKS    | & | BRAND        | LACO            | 210          |
| 44  | GG39          | GLENOAKS    | & | GRISWOLD     | LACO            | 210P         |
| 45  | GA42          | GLENOAKS    | & | ARROYO       | LACO            | 210P         |
| 46  | AE43          | ARROYO      | & | EIGHTH       | BI TRANS 200 C  | 210          |
| 47  | PFF5          | PARK        | & | FOURTH       | FLASHER         |              |
| 48  | BLF4          | BRAND       | & | LIBRARY      | FLASHER         |              |
| 48  | WCF3          | WORKMAN     | & | CELIS        | FLASHER         |              |
| 50  | WHF2          | WORKMAN     | & | HOLLISTER    | FLASHER         |              |
| 51  | WMF1          | WORKMAN     | & | MOTT         | FLASHER         |              |
| 52  | WGF6          | WORKMAN     | & | GRIFFITH     | FLASHER         |              |
| 53  | HHF7 (single) | HOLLISTER   | & | HUNTINGTON   |                 |              |



City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM**EXHIBIT 6 – Liquidated Damages Clause****\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL\***

Maintaining the City's traffic signal, CCTV cameras, hard-wired flashing beacon systems, solar-powered wireless flashing beacon systems, and in-roadway warning light (IRWL) system in accordance with established standards, such that the equipment functions as designed in a manner that promotes the public's health, safety and welfare, is the single most important criteria for awarding a traffic signal, CCTV cameras, hardwired flashing beacon systems, solar-powered wireless flashing beacon systems, and in-roadway warning light (IRWL) system maintenance services contract to the selected contractor. The selected contractor, in its Proposal, has committed to providing preventative maintenance and scheduled repair of all traffic signal, CCTV cameras, hard-wired flashing beacon systems, solar-powered wireless flashing beacon systems, and in-roadway warning light (IRWL) system equipment maintained by the City at a frequency described in this Solicitation; and, has committed to responding to after hour calls for unscheduled or emergency work ("Extra Work") within the times of receiving notification stipulated in the previous sections.

It is expressly understood that the experience, knowledge, capability and reputation of the selected contractor, and the selected contractor's commitment to provide timely traffic signal, CCTV cameras, hard-wired flashing beacon systems, solar-powered wireless flashing beacon systems, and in-roadway warning light (IRWL) system maintenance services are a substantial inducement for City to enter into a traffic signal, CCTV cameras, hard-wired flashing beacon systems, solar-powered wireless flashing beacon systems, and in-roadway warning light (IRWL) system, maintenance services contract with the selected contractor. Therefore, in the event the City observes the selected contractor's inability to meet its commitments made in relation to furnishing these maintenance services, certain damages will incur and shall apply to payments due to the selected contractor.

The City proposes the following liquidated damages clause as a condition of a contract awarded to the selected contractor.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the following sums noted herein for each failure or delay in the performance of the services required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

- a. Failure to provide preventative maintenance at any given location once every month: \$500 per instance
- b. Repetitive calls for service at a single location: \$500 per repeated call
- c. Failure to respond to calls for unscheduled or emergency work ("Extra Work"):

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM**

- Call responded to, technician reports to location 1 to 2 hours later than the time stipulated to report after notification: \$1,000 per call
- Call responded to, technician reports to location 2 to 4 hours later than the time stipulated to report after notification: \$2,500 per call
- Call responded to, technician reports to location 4 or more hours later than the time stipulated to report after notification: \$5,000 per call

d. Failure to complete ad hoc electrical work, upgrades, permanent repair work to traffic signal and street light knockdowns, and special projects within the time agreed upon by the Contractor and the City: \$1,500 per day.

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL\***

**SIGNATURE AUTHORIZATION**

NAME OF PROPOSER/CONTRACTOR:

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- A. I hereby certify that I have the authority to offer this proposal to the City of Glendale for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

---

SIGNATURE

---

PRINT NAME

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

☐ An individual; \_\_\_\_\_

☐ A partnership, Partners' names: \_\_\_\_\_

☐ A company; \_\_\_\_\_

☐ A corporation \_\_\_\_\_

2. My tax identification number is: \_\_\_\_\_

# YUNEX TRAFFIC

**CONTRACT NO. 2319**

**EXHIBIT "D"**  
Yunex LLC  
1026 E. Lacy Ave  
Anaheim, CA 92805  
714.284.0206  
714.284.1150 Fax  
<https://yunextraffic.com>

October 31, 2024

Rodrigo Mora  
City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340

**RE:** Traffic Signal Maintenance Contract

Dear Mr. Mora:

This letter is to serve as authorization for the City of San Fernando to piggyback onto the City of Glendale's current maintenance contract, utilizing the existing bid schedule as it was advertised in the original RFP. If there are any questions or concerns, please contact me any time.

Sincerely,

YUNEX LLC



Joshua Ferras

Regional Manager



## PROFESSIONAL SERVICES AGREEMENT

### Siemens Mobility, Incorporated

#### ON-CALL TRAFFIC SIGNAL MAINTENANCE SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 16<sup>TH</sup> day of September 2019 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Siemens Mobility, Inc., a California Corporation (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

### **I. ENGAGEMENT TERMS**

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of THREE (3) YEARS commencing from September 16, 2019. Upon the conclusion of the Term, the City has the option to renew this Agreement for a maximum of TWO (2) ONE-YEAR Extensions, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
  - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the price schedule which is attached as Exhibit "B" (hereinafter, the "Approved Price Schedule").
  - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the dollar amount appropriated for services at the beginning of each fiscal year

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### ON-CALL TRAFFIC SIGNAL MAINTENANCE SERVICES

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(hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.



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## II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works and Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Shenoa Townsend, Service Account Manager to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
  - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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### ON-CALL TRAFFIC SIGNAL MAINTENANCE SERVICES

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- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision.

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CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers,



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employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

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- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONTRACTOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if**

## **PROFESSIONAL SERVICES AGREEMENT**

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**requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### **IV. INDEMNIFICATION**

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR's failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations

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from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any



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such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely

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perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party

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shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

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## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:



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#### CONTRACTOR:

Siemens Mobility, Inc.  
1026 E. Lacey Avenue  
Anaheim, CA 92805  
Attn: Shenoa Townsend  
Phone: (714) 497-5270

#### CITY:

City of San Fernando  
Public Works: Traffic Signals Division  
120 Macneil Street  
San Fernando, CA 91340  
Attn: Public Works Superintendent  
Phone: (818) 898-1293  
Fax: (818) 898-3221

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

## PROFESSIONAL SERVICES AGREEMENT

### ON-CALL TRAFFIC SIGNAL MAINTENANCE SERVICES

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- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

## PROFESSIONAL SERVICES AGREEMENT

### ON-CALL TRAFFIC SIGNAL MAINTENANCE SERVICES

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- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

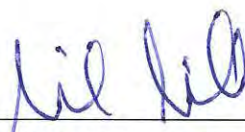
## PROFESSIONAL SERVICES AGREEMENT

### ON-CALL TRAFFIC SIGNAL MAINTENANCE SERVICES


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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

#### CITY OF SAN FERNANDO


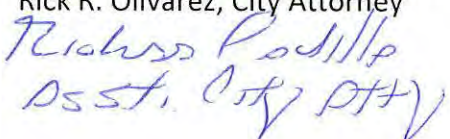
By:   
Nick Kimball, City Manager

Siemens Mobility, Incorporated  
2250 Business Way  
Riverside, CA 92501

By:   
Name: Steven Teal  
Title: Director of Service

By:   
Name: Michael Hutchens  
Title: Operations Manager

#### APPROVED AS TO FORM

By:   
Rick R. Olivarez, City Attorney  
  
Asst. City Mgr.

## SCOPE OF WORK

The services shall include, but is not limited to, emergency repairs and additional maintenance services of the traffic signals which consist of the following work:

1. The contractor shall provide 24-hour emergency repair callout services. Crews shall respond to emergency signal problems on a 24-hour basis. They shall assess the problems, i.e., power outage, lightning strike, accident, component failure, etc., and repair or replace the needed components to restore the signal or street light to its original operating condition.
2. The contractor shall provide inspection services for signal projects constructed by others. The City will provide a minimum of 48-hour notice in writing for required inspections by the contractor.
3. Signal phasing, timing and coordination plans shall be recommended by the contractor, but the City shall have the ultimate responsibility to approve the plans. Any changes related to signal phasing, timing, or other modification of the signals shall be initialed or approved in writing by the City Engineer or other authorized engineering representative prior to the contractor implementing the change. Any signal upgrades shall be approved in writing by the City Engineer or other authorized engineering representative prior to the contractor implementing the upgrade.
4. The contractor shall replace malfunctioning, defective or damaged electronic equipment, cabinet components, conflict monitors, loops, signal heads, mast arms, signal poles, pedestrian heads and buttons, junction boxes and handholes as additional maintenance.



**EXHIBIT “B”**

City of San Fernando

Traffic Signal Maintenance Services provided by Siemens Mobility, Inc.

| Description                | Unit     | San Fernando Current<br>Hourly Rate | Arcadia<br>Hourly Rate | San Fernando<br>Proposed<br>Hourly Rate | Cost<br>Difference (%) |
|----------------------------|----------|-------------------------------------|------------------------|---|------------------------|
|                            |          | Regular Time                        | Regular Time           | Regular Time                            |                        |
| Maintenance Superintendent | Per Hour | \$130.00                            | \$110.00               | \$110.00                                | -18.18%                |
| Construction Foreman       | Per Hour | \$130.00                            | \$110.00               | \$110.00                                | -18.18%                |
| Engineering Technician     | Per Hour | \$130.00                            | \$110.00               | \$110.00                                | -18.18%                |
| Traffic Signal Technician  | Per Hour | \$120.00                            | \$128.00               | \$128.00                                | 6.66%                  |
| Streetlight Technician     | Per Hour | \$120.00                            | \$128.00               | \$128.00                                | 6.66%                  |
| Communications Technician  | Per Hour | \$130.00                            | \$128.00               | \$128.00                                | -1.56%                 |
| Groundsman                 | Per Hour | \$85.00                             | \$90.00                | \$90.00                                 | 5.88%                  |
| Bucket Truck               | Per Hour | \$35.00                             | \$28.00                | \$28.00                                 | -25%                   |
| Service Truck              | Per Hour | \$25.00                             | \$25.00                | \$25.00                                 | 0%                     |
| Crane Truck                | Per Hour | \$65.00                             | \$45.00                | \$45.00                                 | -44.44%                |

Material will be billed at invoice cost plus 15% Markup.



**CITY OF GLENDALE  
DEPARTMENT OF PUBLIC WORKS**

**RFP# PWA 2023-006**

**REQUEST FOR PROPOSALS for**

**CITY OF GLENDALE  
DEPARTMENT OF PUBLIC WORKS**

**TRAFFIC-RELATED ELECTRICAL  
DEVICES MAINTENANCE PROGRAM**

**Issued: Thursday, June 22, 2023**

**Deadline to Submit Proposals:**

**Thursday, July 27, 2023 by 4:00 P.M.**

Department of Public Works  
Administration Division  
633 E. Broadway, Room 209  
Glendale, CA 91206-4388  
Telephone: (818) 548-3900 Facsimile: (818) 546-2207

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# **I. Introduction**

## **A. Services Requested**

The City of Glendale, Department of Public Works is seeking proposals from qualified Proposers to provide traffic-related electrical devices maintenance service ("Maintenance Program"). The out-sourced Maintenance Program will include maintenance of traffic signals, traffic signal battery back-up, traffic signal communications infrastructure, closed circuit television (CCTV) cameras, flashing beacons, intersection safety lights, in-roadway warning light systems, and miscellaneous electrical maintenance services. The Maintenance Program will be conducted in the City of Glendale at the locations identified in EXHIBIT 10.

The City of Glendale has a population of approximately 207,000 with 32 square miles of landmass. The City is centrally located within Los Angeles County and is immediately north of downtown Los Angeles. The City currently has a total of 243 intersections that are controlled by traffic signals. In addition, the City also has 42 CCTV Camera locations, 12 hard-wired flashing beacon systems, 45 solar-powered wireless flashing beacon systems, one in-roadway warning light (IRWL) system, 14 solar-powered wireless flashing beacon sign enhancement and 12 permanent speed radar signs. The IRWL system typically consists of 10 to 20 amber flashing lights embedded in the roadway surface and two to four pedestrian crosswalk warning signs with LED modules.

All vehicular signal indications in the City are LED. Approximately 35% of the pedestrian signal indications are LED while 65% are incandescent. Most illuminated street name signs are fluorescent and the safety lights are a combination of high pressure sodium lamps and LED fixtures. Approximately 90% of traffic signals are controlled by Type 2070 controllers and 10% are controlled by Type 170 controllers. All controllers are running McCain 2033, Omni-ex, or 233 local traffic signal programs, with future plans to incorporate Intelight/Q-Free MAXTIME Program.

Approximately 157 of the 243 traffic signals are networked to the Glendale Transportation Management Center (GTMC) and monitored by Intelight's Maxview Advanced Traffic Management System. The TMC system server is located at 633 East Broadway on the 2nd floor of the Municipal Services Building. The communication system employed between the GTMC and field devices involves the utilization of single mode fiber optic cables that are housed in underground conduits. The communication protocol relies on a Gigabit Ethernet structure, which is administered through a network-based computer system that integrates and oversees the traffic signal, video detection, battery backup and CCTV network. The system also has some legacy point-to-point fiber connections in addition to its network-based architecture. The City is currently in the process of expanding its fiber optic communication system.

The City desires to solicit proposals from qualified Proposers to provide maintenance services for a contract term of three (3) years, with the possibility of two (2) one-year extensions. This new contract will commence on September 1, 2023.

The selected Contractor will perform the Services according to:

- The Scope of Services, which is attached as EXHIBIT 1 to this RFP;
- Time Schedule, which is attached as EXHIBIT 2 to this RFP;
- The instructions and requirements in this RFP, which are attached as EXHIBITS 3, 5, 6, 7, 8 and 9;
- The proposed Contract, which is attached as EXHIBIT 4, and
- The Inventory list of existing signal facilities is attached as EXHIBIT 10.

The City requires a well-managed and financially sound individual or firm with demonstrated skills and technical ability— and high levels of customer service and satisfaction— to perform the Services and fulfill the requirements outlined in this RFP.

***A potential Proposer should read this document in its entirety before preparing and submitting a Proposal.***

## **B. Definitions**

In this RFP, the following words and phrases have the meaning ascribed to them below:

- ***Agreement / Contract*** The entire and integrated written agreement between the City and the Consultant that takes the place of prior negotiations, representations, or agreements, either written or oral.
- ***City*** The City of Glendale. Depending on the context in which it is used, the term ***City*** also may refer to:
  - The geographic area known as the City of Glendale; or
  - A person whom the City of Glendale employs or uses and who is authorized to represent the City of Glendale in matters concerning the Project.
- ***City Project Manager*** The City's designated representative for all issues related to the Project.
- ***Consultant*** The selected Proposer(s) to whom the City has awarded a Contract for the Project.
- ***Project*** The entire Services described in this RFP. Services may constitute the whole or a part of the Project.
- ***Proposal*** The documents and other items that a Proposer submits in response to this RFP.
- ***Proposer*** The person, entity, or organization that submits a Proposal in response to this RFP.
- ***RFP*** This Request for Proposals and all of its attachments, including documents and other items from the City and relevant third parties.
- ***Services*** The work, labor, tasks, operations, activities, materials, supplies, equipment, deliverables, duties, and obligations:
  - Described in this RFP; and
  - Required by, and reasonably inferable from, the Contract— whether completed or partially completed.
- ***SubConsultant*** A supplier, vendor, person, entity, or organization whom Consultant hires, employs, or uses on Consultant's behalf to provide, perform, or fulfill a portion of the Services.

## C. Term of Services and Contract

The City desires to solicit proposals from qualified Proposers to provide maintenance services for a contract term of three (3) years, with the possibility of two (2) one-year extensions. This new contract will commence on September 1, 2023.

## D. Insurance Requirements

At its expense, the successful Proposer must obtain and maintain insurance, while the Contract is in effect, that fully meets the requirements of— and contains provisions entirely consistent with— all of the City’s “Insurance Requirements,” which are noted in EXHIBIT 3 (“**Insurance Requirements**”). Evidence of the insurance coverages will need to be in place before a Consultant starts performing the Services. A Proposer must be prepared to meet all City insurance requirements (at no cost to the City) if the Proposer is awarded a Contract. The City will require certificates of insurance and additional insured endorsements when the successful Proposer submits a signed Contract to the City.

***However, before a Proposer submits a Proposal:***

- ***A Proposer must give to its insurance company, or insurance agent, the “Insurance Requirements” in this RFP and the proposed Contract;***
- ***The insurance company’s underwriter or agent then must complete the “Insurance Requirements Declaration” (as part of EXHIBIT 5 - PROPOSAL FORMS) which states that the insurer’s underwriter or agent will furnish the City with the required insurance documents within fourteen (14) calendar days after the Proposer’s having been notified of the Contract’s award; and***
- ***The Proposer must submit the “Insurance Requirements Declaration” with its Proposal. The City may reject any Proposal made without this declaration, or made with an incomplete declaration form.***

## E. Proposer’s Indemnification of the City

At its expense, Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys’ fees, litigation, arbitration, mediation, appeal expenses) if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:

- Proposer’s submitting the Proposal;
- The City’s accepting Proposer’s Proposal; or
- The City’s awarding a Contract to Proposer in compliance with this RFP, or state, federal, or local laws.

## **F. About the City of Glendale**

Glendale is the fourth largest city in Los Angeles County, has a current population of approximately 207,000 people and spans approximately 32 square miles.

The City incorporated on February 16, 1906, and as a Charter city, Glendale voters determine how the city government is organized and governed. A Council-Manager form of government manages Glendale. Five councilmembers are elected at large to serve 4-year terms. Each year Council selects one member to serve as Mayor. The City Manager serves as the Chief Executive Officer.

The City's Mission Statement is:

*The City of Glendale delivers exceptional customer service through precision execution and innovative leadership.*

As a premier City anchored in pride of civic ownership, Glendale's success is realized through a community that is safe, prosperous, and rich in cultural offerings. The City accomplishes its mission and realizes its vision by providing emphasis on: fiscal responsibility; exceptional customer service; economic vibrancy; informed & engaged community; safe & healthy community; balanced, quality housing; community services & facilities; infrastructure & mobility; arts & culture; sustainability.

Glendale prides itself on the quality of services it provides to the community. As a full-service City, each of the 14 departments strives to provide the highest quality of service to Glendale residents, businesses, and visitors. These departments include: City Attorney, City Clerk, Community Development, City Treasurer, Community Services & Parks, Finance, Fire, Glendale Water & Power, Human Resources, Information Services, Library, Arts & Culture, Management Services, Police, and Public Works.

## II. RFP Process

### A. Schedule of Events

| EVENT  | RESPONSIBILITY | DATE                 |
|--|----------------|----------------------|
| RFP Distribution                             | City           | 06/22/2023           |
| Last Day to Submit Request for Clarification | Proposer       | 07/20/2023 by 4 p.m. |
| RFP Proposals Due                            | Proposer       | 07/27/2023 at 4 p.m. |
| Last Day to Submit Letter of Objection       | Proposer       | 08/07/2023 by 4 p.m. |

### B. RFP Distribution

A prospective Proposer may receive this RFP by e-mail, or online at <https://www.glendaleca.gov/government/departments/finance/purchasing/rfp-rfq-bid-page>. Distribution of the RFP in no way represents the City's acceptance of a Proposer's qualifications, reputation, or ability to perform the Services

### C. Proposal Deadline and Proposal Submission

The City must receive the Proposal on or before 4:00 PM on Thursday, July 27, 2023. *A Proposal received after this date and time will be considered non-responsive and the City will return the Proposal, unopened.*

A Proposal must be submitted with the attached Proposal Form package and all other information specified on Section IV of this RFP. *Oral, telephonic, facsimile, or electronically transmitted (email) Proposals are invalid and the City will not accept or consider them.*

Proposer must submit **five (5) hard copies of the proposal** (consisting of 1 original and 4 copies), and **one (1) digital PDF copy** of the proposal, on a flash drive, all in a sealed, clearly labeled envelope (or box). The cost estimate should be provided in a separate, SEALED ENVELOPE. A Proposal may be delivered by mail or in person.

The Proposal must be clearly marked:

CITY OF GLENDALE  
DEPARTMENT OF PUBLIC WORKS, ADMINISTRATION DIVISION  
TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM  
633 E. BROADWAY ST. SUITE 209  
GLENDALE, CA 91206-4388  
ATTENTION: YAZDAN T. EMRANI, P.E., DIRECTOR OF PUBLIC WORKS

## **D. Interim Inquiries and Responses; Interpretation or Correction of RFP**

If a proposer has any questions about this RFP, the proposed Agreement, or the scope of work or if a proposer finds any error, inconsistency, or ambiguity in the RFP, or the proposed Agreement, or both— the Proposer must make a “Request for Clarification” before submitting its Proposal.

The proposer must submit a Request for Clarification in writing by letter or email to:

City of Glendale  
Department of Public Works, Administration Division  
Attention: Sarkis Oganessian, P.E., Deputy Director of Public Works/City Engineer  
633 E. Broadway, Room 205  
Glendale, CA 91206  
Email: SOganessian@Glendaleca.gov

Request for Clarification must be received on or before 4:00 p.m., July 20, 2023.

If necessary, the City will make clarifications, interpretations, corrections, or changes to the RFP, or the proposed Contract, or both, in writing/email by issuing Addenda, as described in Section II.E. (below). A Proposer must not rely upon, and the City is not bound by, purported clarifications, interpretations, corrections, or changes to the RFP and the proposed Contract, that are made verbally or in a manner other than a written advisory from the City.

## **E. Addenda**

The City will issue Addenda in writing/email only. A copy of each Addendum (if any) will be posted on the City’s website. It is the proposer’s responsibility to check the City’s web site for any Addenda and to ensure that it has received the said Addenda. Each proposer must provide a signed acknowledgement confirming receipt of all issued Addenda to this RFP, as part of their proposal submittal.

At any time before the proposal deadline, the City may issue Addenda withdrawing the RFP or postponing the Proposal Deadline. However, if any Addendum results in a material change to this RFP, or the proposed Agreement, or both, the City will extend the Proposal Deadline by not less than seventy-two (72) hours. The City will treat transmittal of Addenda to potential Consultants by U.S. mail, fax, or e-mail as sufficient notice of the changes made by the City.



### **III. General Requirements and Instructions**

#### **A. Examination of Documents**

Before submitting an RFP Response, each Proposer must:

- Thoroughly examine the RFP. A thorough review of this RFP is critical to obtaining an in-depth understanding of the requirements of this RFP.
- Make all necessary investigations, and understand the Scope of Services (**EXHIBIT 1**).
- Be able to furnish the City with valid insurance forms (including insurance certificates and additional insured endorsements) in compliance with the Insurance Requirements described in (**EXHIBIT 3**).

#### **B. Proposer's Representations in the Response**

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey reasonable understanding of all requirements, terms, and conditions for performance of the Services required in this Project;
- The Proposer has exercised all necessary due diligence in making investigations and inquiries, examining documents, and inspecting City sites and facilities for this Project;
- The Proposer is fully familiar with and has fully considered all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer's services or costs;
- The Proposal is an irrevocable offer for a period of at least ninety (90) calendar days following City's opening of all Proposals; and
- The Proposer is, and will be, in compliance with the RFP's requirements, terms, and conditions.

#### **C. Withdrawals, Cancellation, or Modification of a Proposal**

**Before** the Proposal Deadline:

A Proposer may withdraw and modify a Proposal, by giving written notice, signed by the Proposer. A withdrawal request must be addressed as follows and delivered to:

CITY OF GLENDALE  
PUBLIC WORKS DEPARTMENT – ADMINISTRATION DIVISION  
ATTENTION: YAZDAN T. EMRANI, P.E., DIRECTOR PUBLIC WORKS  
633 E. BROADWAY, SUITE 209  
GLENDALE, CA 91206-4388  
EMAIL: [YEMRANI@GLENDALECA.GOV](mailto:YEMRANI@GLENDALECA.GOV)

For a withdrawal to become effective, the City must receive the Proposer's written request for withdrawal before the Proposal Deadline. The City will not accept or consider a Proposer's verbal telephonic, or facsimile, request for modification or withdrawal of a Proposal.

If a Proposer withdraws its Proposal, the withdrawal will not prejudice the Proposer's right to submit a new Proposal, if the new Proposal is submitted: (a) in accordance with the RFP's requirements, and (b) before the Proposal Deadline.

**After** the Proposal Deadline:

A Proposer must not withdraw, cancel, or modify its Proposal for a period of at least ninety (90) calendar days following the Proposals' due date of July 27, 2023. The City may extend the 90-day period upon the City's written request and upon the affected Proposers' written approval.

***The City may allow a Proposer to withdraw or cancel a Proposal after the opening of the Proposals, if the Proposer establishes, to the City's satisfaction, that all of the following circumstances exist:***

1. The Proposer made a mistake in its Proposal;
2. Within five (5) days after the Proposal's opening, the City receives from the Proposer written notice of the mistake and the notice specifies in detail how the mistake occurred;
3. The mistake made the Proposal materially different from what the Proposer had intended it to be; and
4. The mistake was made in filling out the Proposal and was not due to error in judgment, or carelessness in reading the RFP or the proposed Contract.

## **D. Proposal Preparation Expenses**

Expenses for developing the RFP response are entirely the responsibility of the Proposer and are not chargeable to the City in any manner. The City is not liable for any pre-contractual expenses, which are defined as expenses incurred by Proposer in:

- Preparing its Proposal in response to this RFP.
- Negotiating with the City any matter related to the Proposal.
- Any other expense incurred by Proposer prior to the date of award of the Contract for this RFP.

## IV. Proposal Content and Format

### A. Using the Attached Proposal Forms

Proposals should be complete and include all the information requested by this section. EXHIBIT 5 - "Proposal Forms" (Pages 66-77) are included in this RFP. These forms are designed to provide relevant background and qualification information. In addition to the Proposal Forms, a complete Proposal will include all relevant information as identified throughout this RFP.

When answering the Proposal Forms' questions, the Proposer must furnish pertinent and relevant information rather than merely provide promotional facts or materials. The Proposer must respond to the Proposal Forms' questions with all applicable information, in order for the City to consider the Proposal as "responsive."

***If a Proposer fails to provide the information that the forms require, fails to return all of the forms, or fails to submit the required attachments, the City may treat the Proposal as "non-responsive."***

The Proposer must place initials next to all interlineations, alterations, and erasures on the Proposal Forms.

***The Proposer must not modify or qualify the Proposal Forms in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection.***

### B. Proposal Response and Requirements

The response to the RFP (Request for Proposal -- RFP) shall be as brief and as concise as possible without sacrificing the clarity of the intended response. The following format and qualification content shall be adhered to by each Contractor and presented in the following order:

#### 1. Letter of transmittal

The letter must be signed by the individual authorized to bind the respondent and must stipulate that the proposal is valid for 90 days. The letter shall also indicate the address and telephone number of the respondent's office located nearest to Glendale, California, and the office from which the project will be managed.

#### 2. Executive summary

The Executive Summary should include the key elements of the respondent's scope of services.

#### 3. Background and understanding of the scope of services

Briefly describe your understanding of the City's proposed scope of work, and the objectives to be accomplished for this project/service.

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#### **4. Methodology**

Briefly describe the methodology you plan to use to ensure timely review, coordination and implementation of the required services.

#### **5. Work plan**

Briefly describe the scope of work and sequential tasks for accomplishing these proposed tasks. Indicate all key deliverables and their contents.

#### **6. Project organization and staffing**

Briefly describe your approach and methods for managing the project. Identify the Project Manager, the key person responsible for the quality, and the person who will be the principal contact with the City. List the project team members to be utilized on this project.

Briefly describe the responsibilities of each person on the project team. Include the qualifications and experiences of each member of the project team. Indicate the availability of the project team members for the duration of the project. Any change in the assigned personnel shall require the approval of the City.

List the portion of the work that will be subcontracted, if applicable. Include a list of subcontractors, and/or laboratories expected to be engaged in the work and their relevant qualifications and experiences.

#### **7. Experience and references**

Proposers are required to complete the Staffing Level & References form (EXHIBIT 7) and submit to the City along with the proposals. At least three references must be included. Additional references may be requested by the City. Each reference shall include name, title organization, mailing address and telephone number.

#### **8. Cost proposal**

Proposers are required to complete the Cost Proposal form (EXHIBIT 8) and submit to the City along with the proposals. Pricing should be as detailed as practicable.

### **C. Mandatory Qualifications**

To be eligible to perform the Services, the Proposal must provide satisfactory evidence that:

1. The Proposer satisfactorily completed at least three (3) public contracts in California; each comparable in scope and scale to this Project, within five (5) years before the Proposal Deadline and with a dollar value equal to or in excess of the Proposal submitted for this Project.

2. References shall be provided for each project listed above. Each reference shall include name, title, organization, mailing address, telephone number, and email of the project manager.
3. The Proposer must possess a valid, current and in good standing Class A or Class C-10 contractor's license issued by the California State Contractor Licensing Board. A copy of the contractor's license number and date of expiration shall be included in the submitted Proposal. Failure to produce and possess the specified license will render the Proposal as non-responsive.
4. Proposer must have on-staff, certified personnel with the following qualifications:
  - Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal repairs.
  - Level Two technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal repairs.

#### **D. Conflict of Interest**

Proposers are required to complete the Affidavit of Non Collusion Form (EXHIBIT 9) and submit to the City along with the proposals.

#### **E. Liquidated Damages**

Proposers are required to complete the Liquidated Damages Clause (EXHIBIT 6) and submit to the City along with the proposals.

#### **F. Identifying Proprietary Information; Public Records Act**

A Proposer must identify and list all copyrighted material, trade secrets, or other proprietary information ("protectable documents") that the Proposer included in its Proposal, which Proposer believes should be exempt from disclosure under California's Public Records Act, Government Code Section 6250, et seq.

By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City's refusal to disclose the protectable documents to any party making a request for those items.

The City will treat any Proposer, who fails to identify documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

All Proposals and other material submitted become the property of the City and may be returned only at the City's option. The City reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the Proposal does not affect this right.

## **G. Proposal Signature(s)**

The person or persons legally authorized to bind the Proposer to the RFP must sign the Proposal in ink. The individuals signing the Proposal must represent that they are authorized to bind the Proposer's legal entity.

- A corporation must execute the Proposal by its duly authorized officer(s) in accordance with its corporate bylaws.
- A partnership must execute the Proposal by all of its partners. After each signature, each partner must list a residential address or the firm's address, either of which must include the state, zip code, and telephone number.
- If the Proposer is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Proposal.
- An individual signing a Proposal as an agent of another or others must attach to the Proposal evidence of that person's legal authority to sign on behalf of another or others.

## **V. Method of Selection**

All Proposals received on time will be opened in a non-public setting. Proposals will be first reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive Proposals may be rejected. The City will then evaluate the Proposals in accordance with the criteria listed below.

### **A. Basis for Award and Evaluation Criteria**

The City is seeking the best qualified Proposers for the program based on the following criteria. Each proposal will be judged in the following areas to determine an overall score based on the criteria below.

- Qualifications and Experience – 40% (40 Points)
  - a. The Contractor's demonstrated record of success and familiarity with projects of similar scope, complexity, and magnitude.
  - b. The experience and expertise of the personnel for the project.
  - c. Quality/experience of the project team.
  - d. Ability to provide broad range of related expertise consistent with the requirement of this Request for Proposal.
  - e. Ability of contractor's key personnel and assigned staff to work with City staff.
  - f. The Contractor's track record of maintaining high safety standards on similar projects, including a low incidence of accidents or safety violations.

- Quality of Submittal – 15% (15 Points)
  - a. Clarity and simplicity.
  - b. Responsiveness to the requirements of the Request for Proposal.
  - c. Organization, format, and understandability of the proposal.
- Understanding of Scope and Methodology – 15% (15 Points)
  - a. Demonstrated understanding of the project's scope and objectives.
  - b. Use of logical, proven methodology for analyzing the information, carrying out the tasks described in the proposal, and developing the project/service deliverables.
  - c. Clear definition of roles and responsibilities for all team members, including any external partners or contractors, and evidence of their qualifications and experience to carry out their assigned tasks.
- Cost of Services / Best Value – 30% (30 Points)
  - a. Points will be assigned based on the cost-effectiveness of the proposal.
  - b. If there are two or more firms with identical or very similar cost proposal, then the firm that provides the most value-added service beyond the RFP requirements will be assigned the higher score. Conversely, if there are two or more firms with very similar deliverables and additional value-added services, then the firm with lowest cost will be assigned the higher score.

***The City may investigate the qualifications of a Proposer under consideration, require confirmation of information furnished by the Proposer, and require the Proposer to provide additional information or evidence of qualifications for the Services described in this RFP.***

## **B. Selecting a Proposer**

A panel comprised of representatives from the City will evaluate each RFP submission and determine a finalist to be recommended to the Director of Public Works. In the event of multiple recommended proposals, the panel may select up to three (3) finalists for an interview prior to making their recommendation. The Director may submit a recommendation to the City Council, which may select a Proposer.

***The City Council has the final say in selecting a Proposer and must approve an award of a Contract to the successful Proposer and no rights or obligations begin under an award until the approval is secured and all parties have duly signed a Contract.***

Once selected, the successful Proposer must enter into a written Contract with the City within fourteen (14) calendar days following Proposer's receiving the City's Notice of Award.

## **C. City's Reservation of Rights**

This RFP and the proposal evaluation process do not:

- Obligate the City to accept or select any Proposal;
- Constitute an agreement by the City that it will actually enter into any contract with any Proposer.

When it best serves the City's interests, the City may do any one or more of the following:

- Reject any Proposal or all Proposals at its sole discretion.
- Extend the deadline for accepting Proposals.
- Accelerate the pace of the RFP process if only one or a handful of Proposals is received.
- Waive any or all information, defects, irregularities, or informalities in a Proposal.
- Accept amendments to Proposals after the Proposal Deadline.
- Amend, revise, or change the RFP's evaluation or selection criteria.
- Cancel, withdraw, amend, revise, change, or negotiate the terms of this RFP, the proposed Contract, or both.
- Reissue a Request for Proposals.
- Conduct one or more oral interviews.
- Visit a Proposer's facilities or business.
- Examine financial records of a Proposer to the extent necessary to ensure financial stability.
- Make a partial award.
- Negotiate with one or more Proposers.
- Award contracts to one or more Proposers.
- Require a best and final offer from one or more Proposers.
- Provide or perform the Services using a City officer or employee, or contract directly— without an RFP or bids— for the Services



## VI. Award of Contract

Within ninety (90) calendar days after the City opens all Proposals, if the City Council selects a Proposal, the City will give the selected Proposer a “Notice of Intent to Award Contract” that will specify the “start date” for performing the Contract’s services.

Once selected, the successful Proposer must enter into a written Agreement with the City within fourteen (14) calendar days following Proposer’s receiving the City’s “Notice of Intent to Award Contract.” The RFP, or any part of it, and the Proposer’s responses, will be incorporated into and made a part of the Contract. A sample of the proposed Contract is provided as EXHIBIT 4.

Before any services can commence, the selected Proposer will be required to execute the Contract, which is **a standard form of agreement**. To facilitate the Project’s smooth and timely implementation, Proposers responding to this RFP must review all the terms and conditions of the Contract, including, but not limited to, provisions relating to insurance, indemnity, and termination.

The City’s policy is that the Contract be accepted as is. By submitting a Proposal to the City in response to this RFP, each Proposer is deemed to have provided its approval to the Contract, accepting it without qualification. If a Proposer seeks limited modification of the Contract, then in the Proposal a Proposer must identify the proposed changes.

***However, changes or qualifications to the Contract may be weighed in the evaluation of the Proposal and may cause rejection of the proposal as non-responsive, in City’s determination.***

The City reserves the right to negotiate further the terms and conditions of the Contract. The Proposer whom the City Council selects must cooperate with the City in good faith to negotiate, sign, and deliver the final Contract. The City will draft the Contract and may require the selected Proposer to attend one or more Contract negotiation conferences to discuss possible:

- Revisions to the Contract’s service-related terms, conditions, requirements, specifications, or minimum performance standards, other than the insurance and the indemnity provisions; and
- Additions to the Contract, by the parties’ mutual agreement, or as a City Ordinance or Resolution, the City’s Charter or Municipal Code, or any other law that may be required.

At any time, and for any reason, if contract negotiations with the selected Proposer fail to progress, to the City’s reasonable satisfaction, the City reserves the right to not only end negotiations with the selected Proposer, but also cancel the award and reject the Proposal. At its discretion, the City may then: reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for services; or choose not to contract for services.

Within fourteen (14) calendar days after the City issues the Notice of Intent to Award Contract, or within any extension that the City may allow, the selected Proposer must submit to the City all of the following items:

- Three (3) originals of the Contract, properly signed by the Proposer.
- Insurance certificates and additional insured endorsements that fully conform to the Contract's requirements.

After the City receives the signed Contracts and insurance documents, the City Attorney's office will review the Contract. Additionally, the City Attorney's office or the City's Risk and Insurance Services Manager will review the required insurance. If the selected Proposer has not changed any terms of the Contract, and if the insurance and the bond(s) conform to the Contract's requirements, the City will sign the Contract and return an original of the Contract to the Proposer.

## VII. Letter of Objection; Procedures

A Proposer, who believes that any part of this RFP is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit an objection in writing— by letter only— to the City. ***The City will not consider any verbal objection.*** The Letter of Objection must clearly state:

- The specific objections;
- The areas of concern;
- The facts supporting the objections; and
- A proposed method for resolving the objections.

The Proposer, or the person who is duly authorized to represent the Proposer, must sign the correspondence.

The Proposer must deliver or mail the Letter of Objection to:

CITY OF GLENDALE  
DEPARTMENT OF PUBLIC WORKS, ADMINISTRATION DIVISION  
TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM  
SERVICES PROPOSAL  
ATTENTION: YAZDAN T. EMRANI, P.E, DIRECTOR OF PUBLIC WORKS  
633 E. BROADWAY ST. SUITE 209  
GLENDALE, CA 91206

**The City must receive the Letter of Objection on or before 4 p.m. on August 7, 2023.**

Upon the City's timely receipt of the objection letter, the City will review the Proposer's contention(s). If the City decides that the RFP, whether in whole or in part, needs revision, the City will prepare Addenda, as described in Section II.E of this RFP.

## VIII. Exhibit List

|               |  |
|---------------|--|
| "Exhibit 1":  | Scope of Services                          |
| "Exhibit 2":  | Time Schedule                              |
| "Exhibit 3":  | Insurance Requirements                     |
| "Exhibit 4":  | Sample Contract                            |
| "Exhibit 5":  | Proposal Forms                             |
| "Exhibit 6":  | Liquidated Damages Clause                  |
| "Exhibit 7":  | Staffing Level and References              |
| "Exhibit 8":  | Cost Proposal Form                         |
| "Exhibit 9":  | Proposer's Affidavit of Non Collusion Form |
| "Exhibit 10": | Inventory List                             |

## **EXHIBIT 1 – Scope of Services**

This Request for Proposal (“RFP”) is for an out-sourced Maintenance Program with a professional Proposer. The successful Proposer shall agree to perform maintenance of all traffic-related electrical devices including 243 traffic signals ,42 CCTV Camera locations, 12 hard-wired flashing beacon systems, 45 solar-powered wireless flashing beacon systems, one (1) in-roadway warning light systems, and miscellaneous electrical maintenance services for the City of Glendale. The Contractor shall have available and readily accessible all required vehicles, tools, equipment, apparatus, facilities, labor and material to perform all work necessary to maintain the traffic related electrical devices in compliance with latest State of California Department of Transportation (Caltrans) standards and specifications, as well as the latest City of Glendale Specifications.

The Contractor shall provide and maintain emergency service response on twenty-four (24) hours a day, seven (7) days per week basis, including all holidays. Service vehicles used by the Contractor shall be stocked with sufficient new spare traffic signal equipment to restore the signal systems to proper working order. The Contractor shall provide traffic control/lane closures that conform to latest editions of the California Manual on Uniform Traffic Control Devices (CAMUTCD) and Work Area Traffic Control Handbook (WATCH) manual.

All routine preventive maintenance services shall be billed at a pre-determined flat rate, with extraordinary maintenance services to be paid at price quoted or at hourly rates (time and material) in accordance with the cost proposal per this RFP.

Proper documentation and record-keeping are essential components of any repair process. It is important for the Contractor to maintain accurate and detailed records of the repair process, including the date and time of the repair, the specific components that were repaired or replaced, and any issues or challenges encountered during the repair process.

Maintaining these records helps to ensure accountability and transparency, allowing for clear communication between the Contractor and the City. Additionally, detailed records can facilitate future maintenance and repairs by providing a comprehensive history of the system and its components.

### **A. ROUTINE PREVENTIVE MAINTENANCE**

The contractor shall administer a comprehensive routine maintenance program designed to eliminate or reduce the incidents of malfunction, reduce operational complaints and extend the useful life of the equipment. All work shall conform to the latest edition of Caltrans Standard Specifications. All testing shall conform to the most recent NEMA Specifications.

The contractor shall repair, replace or otherwise render in good working condition defective parts of all traffic-related electrical devices. If a component should become obsolete or non-repairable, the Contractor shall report such condition to the City. The Contractor shall demonstrate or provide evidence that replacement is necessary.

## 1. Routine Preventive Maintenance for Traffic Signals

### a. Monthly Routine Preventive Maintenance

- Check controller and cabinet for proper operation.
- Check and realign signal indications if necessary. Check for bent visors and backplates.
- Check and actuate each pedestrian push button for proper operation.
- Check all vehicular and pedestrian signals for proper operation and replace outages found. LED modules under warranty will be returned to manufacturer for replacement at no cost to the City. Any malfunctioned LEDs out of warranty will be replaced and invoiced to the City.
- Check intersection video detection system and Opticom (emergency vehicle preemption detectors). Confirm that video detection zones are at the proper locations. Confirm that all detector cards are working properly. Adjust detection zones or camera alignments if necessary.
- Check for general operation of communications and CCTV equipment. Assure all cabling are in place and electrical power is being provided to the equipment.

### b. Three-Month Routine Preventive Maintenance (in addition to monthly maintenance)

- Vacuum and clean controller cabinet and contents.
- Check the time setting and match with timesheet on controllers.
- Check controller clock and adjust if necessary.
- Check loop detectors for possible exposed wires, cracks and pot holes.
- Check detector amplifiers and tune if necessary.
- Check detector extensions.
- Check all pull boxes and clean if necessary.
- Check all splices in pull box. Re-splice and/or re-tape splices in pull box if they are not in good condition.

### c. Six-Month Routine Preventive Maintenance (in addition to monthly and 3-month maintenances)

- Check cabinets for vents, leaks, drainage, door locks, door alignment, fan operation, and air filter.
- Lubricate cabinets including all moving parts, such as hinges and locks, to ensure smooth operation.
- Replace air filter, if necessary, at no additional cost to the City. The Contractor shall replace existing air filter with new fabric type air filter in all cabinets at least once per twelve (12) months.
- Check for wear and function of controllers.
- Check ground rod clamp and wire and operation of ground fault receptacle.
- Inspect integrity of splices.
- Test battery backup system when present. Check battery voltage and make recommendations for battery replacement.
- Perform night-time check of all safety lights and internally illuminated street name signs (IISNS). All malfunctioning safety lights identified in the routine

check shall be repaired or replaced within three (3) working days. All IISNS shall be repaired or replaced within ten (10) working days.

d. Yearly Routine Preventive Maintenance (in addition to monthly, 3-month, and 6-month maintenances)

- Clean and polish all lenses and reflectors.
- Record the intensity of LED lenses if requested by City. LED modules under warranty will be returned to manufacturer for replacement at no cost to the City. Any malfunctioned LEDs not under warranty will be replaced and invoiced to the City.
- Check weatherproof gasket seal on controller cabinets. Check for water accumulation and duct sealant.
- Inspect poles for foundation cracks, loose base nuts, and missing loose hand hole covers.

## **2. Routine Preventive Maintenance for Flashing Beacons**

a. Monthly Routine Preventive Maintenance for Hard-Wired Flashing Beacons.

- Check visibility and operations of flashing beacons. Check beacons for secured attachment. Clean beacons as needed.
- Check operation of pedestrian push button assemblies and motion detection bollards if applicable.
- Check controller cabinet and clean if necessary.
- Check all pull boxes and clean if necessary. Check all splices in pull box. Re-splice and/or re-tape splices in pull box if they are not in good condition.
- Notify the City of any malfunctions and request for written authorization to proceed with repair and/or replacement.

b. Monthly Routine Preventive Maintenance for Solar-Powered Wireless Flashing Beacons.

- Check visibility and operations of flashing beacons. Check beacons for secured attachment. Clean beacons as needed.
- Check operation of pedestrian push button assemblies.
- Check and clean solar panels and ensure they are free from debris, dirt, bird droppings, and clear any shading from nearby trees that may affect their performance.
- Check battery voltage and make recommendations for battery replacement.
- Notify the City of any malfunctions and request for written authorization to proceed with repair and/or replacement.

## **3. Monthly Routine Preventive Maintenance for In-Roadway Warning Light System (IRWLS)**

- Check visibility and operations of in-roadway warning lights.
- Clean window ramps as needed. Check for proper adhesion to the roadway surface.
- Check visibility and operations of LED enhanced pedestrian crossing symbols and signs. Check for secure attachment.

- Check operation of push button assembly.
- Check and clean cabinet if necessary. Check cabinet for secure attachment.
- Check pull boxes and clean if necessary. Check all splices in pull box. Re-splice and/or re-tape splices in pull box if they are not in good condition.
- Check wire trench cuts for sufficient loop sealant and fill where needed.
- Check solar-powered module if applicable. Check for secure attachment.
- Check battery voltage and make recommendations for battery replacement if applicable.
- Visually inspect the condition of the concrete or asphalt surrounding the IRWLS, ensuring that there are no cracks or potholes that could compromise the integrity of the system.

## **B. EXTRAORDINARY MAINTENANCE**

Extraordinary maintenance includes all the labor and materials necessary to ensure the safe and efficient operation of the City's traffic-related electrical devices that goes beyond the normal routine preventative Maintenance Program established by this Scope of Services. Generally, extraordinary maintenance involves the replacement of equipment damaged by acts of God, civil disorder, vehicle collisions or vandalism, construction activities, metal fatigue or defects, or equipment failure due to age or deterioration. With the exception of pole or cabinet knockdowns and other emergency situations, extraordinary maintenance requires written approval from the City before any work is scheduled. The Contractor shall prepare estimates showing the cost breakdown of material and labor for the services and submit this information to the City for approval. The City, at its discretion, may choose to retain other contractors to conduct the extraordinary maintenance work. Extraordinary maintenances may include, but not limited to the following:

### **1. Response to Emergency Call**

The Contractor shall provide an emergency call-out list to all persons designated by the City. Emergency calls that require replacement of equipment will not require approval from the City before such replacements are commenced. Upon completion of emergency work, the Contractor shall inform the City that the emergency work has been completed. The Contractor shall notify the City within one working day of any change in traffic signal operation caused by controller replacement, timing changes, loss of communication or traffic collisions. The following events shall be considered emergency:

- a. Any signal controller malfunctions
- b. Burned-out traffic signal lamps\*
- c. Signal equipment knockdowns
- d. Failure of pedestrian push button assembly
- e. Any wiring or electrical component that is exposed or poses a hazard to public safety.
- f. Damage caused by weather events, such as severe storms or flooding.
- g. Any other unforeseen circumstances that pose a threat to public safety or significantly impact the operation of the traffic system



- \* The replacement of burned-out lamp needs not be handled as an emergency provided that there are two (2) such signal indications still operative for each phase of traffic signal operation. See Section E for the maximum response time required for emergency and non-emergency calls.

## **2. Signal Upgrade and Modification**

Upon request, the Contractor shall furnish and install or modify traffic signal vehicular and pedestrian indications, signal poles, foundations, conduits, pull boxes, signal mast arms, IISNS, safety lights, cabinet assemblies, signal controller assemblies, program modules, local intersection software, pedestrian push buttons (including tactile units), audible pedestrian signal device, vehicular detector units, loop detectors, detector lead-in cables (including connection to home runs), interconnect cables, conflict monitors, miscellaneous wiring and cables, and any other traffic signal equipment. The Contractor shall ensure that all newly installed or modified traffic signal equipment meets the applicable regulatory and industry standards City of Glendale specifications and is integrated effectively into the existing traffic signal system.

## **3. In-Roadway Warning Light System Repair**

The Contractor shall remove malfunctioned components, deliver them to the manufacturer for replacement or repair, and reinstall them after receipt from the manufacturer. After replacement, the Contractor shall test the in-roadway warning light system to determine that all components are functional.

## **4. Underground Service Alert System (USA)**

The City will send an email request to the signal maintenance contractor to initiate the USA marking process. It will be the responsibility of the Contractor to promptly respond to the email and complete the USA marking as required. The Contractor shall mark existing traffic signal conduits and interconnect cables (stranded copper wire and fiber optics) for USA using a pipe locator. The Contractor shall complete the USA marking within one (1) working day after the City gives notice. USA work shall be performed in compliance with the requirements of California Government Code Section 4216, the latest USA guidelines available on the Internet at <http://www.digalert.org>. Only chalk based paint shall be used. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures.

## **5. Miscellaneous Extraordinary Maintenance Services**

- a. The Contractor shall test new controllers, cabinets, and new signal equipment in the Contractor's laboratory and in the field prior to installation.
- b. The Contractor shall provide technical support when requested by the City for construction of new traffic signal and signal modification/upgrade projects.

- c. The Contractor shall implement timing changes at local intersections when requested by the City.
- d. The Contractor shall remove, repair, adjust, and/or install CCTV camera, auxiliary equipment and/or cabling.
- e. The Contractor shall install, program, activate, and remove the portable CCTV camera/recorder and video collection unit in the field. The Contractor shall pick up the unit from the City's office and return the unit upon completion.
- f. The Contractor shall install, repair, and program the portable speed radar sign in the field. The Contractor shall pick up the unit from the City's yard and return the unit upon completion.
- g. The Contractor shall inspect, test, and troubleshoot malfunctions of the fiber optic and copper, twisted pair communications system at the request of the City, including communications cables, modems, controllers, prom module, and terminal blocks in controller cabinets. The Contractor is not required to perform routine maintenance on these devices at a set schedule except as described on Routine Preventive Maintenance for Traffic Signals on page 26, Section 1, but is required to troubleshoot malfunctions upon notification by the City and perform any required repairs. Repairs may include re-splicing of fiber optic cable pulling new cable(s) and/or repair/replacement of communications auxiliary equipment.
- h. The Contractor shall provide emergency response services 24 hours a day, 7 days a week in the event of any unexpected malfunctions or failures of the traffic signal system. The Contractor shall respond promptly to all emergency calls and shall take all necessary steps to restore the system to full operation as quickly as possible.
- i. The Contractor shall maintain accurate and up-to-date records of all maintenance and repair activities, including the date and time of the service, the specific equipment or components serviced, and any issues or challenges encountered during the service. These records shall be made available to the City upon request and shall be used to inform future maintenance and repair efforts.
- j. The Contractor shall provide regular updates to the City regarding the status of ongoing maintenance and repair activities, including any anticipated delays or disruptions. The Contractor shall work collaboratively with the City to develop and implement strategies to minimize any impact on traffic flow or public safety during these activities.

### **C. NEW TRAFFIC-RELATED ELECTRONICAL DEVICES**

When the City accepts new equipment into service they will be included in the contract at the applicable base fee that corresponds to the device type, e.g. traffic signals, hard-

wired flashing beacons, solar powered wireless flashing beacons, and in-roadway warning lighting (IRWL) systems commencing on the date of acceptance of the installation. The Contractor shall, upon notification by the City, immediately commence servicing such traffic signals, hard-wired flashing beacons, solar powered wireless flashing beacons, and in-roadway warning lighting (IRWL) systems.

#### **D. PARTS, MATERIAL, AND FACILITY**

The Contractor shall provide all traffic signal related parts and material necessary to provide the services described in this scope of work. The Contractor shall be responsible for maintaining a sufficient inventory of parts and materials necessary to complete all required services in a timely manner including but not limited to traffic signal cabinets, controllers, detectors, conflict monitors, lenses, visors, wire, relays, switches, lamps, poles, mast arms and other common replacement parts. This includes maintaining an adequate stock of spare parts to ensure prompt replacement of any malfunctioning or damaged equipment. The Contractor shall regularly assess inventory levels and adjust as necessary to ensure that all required parts and materials are readily available. The Contractor shall furnish spare parts when the original units are in the laboratory for testing or repairs. The Contractor shall maintain at least one stand-by fully-tested complete signal cabinet in the Contractor's facility at all times.

#### **E. RESPONSE TIME**

During working hours of 7 a.m. to 4 p.m., Monday through Friday, the Contractor shall respond within thirty (30) minutes of receiving the call. During non-working hours, weekends, and holidays, the Contractor shall respond within one (1) hour for emergency calls and within the next normal working day for non-emergency calls.

Additionally, the Contractor shall ensure that there is always at least one fully equipped and properly functioning service vehicle available to respond to emergency calls. The service vehicle shall be equipped with all necessary tools, equipment, and replacement parts to address common emergency situations, such as signal outages and equipment malfunctions. The Contractor shall also ensure that their personnel are adequately trained to handle emergency situations, and that they have access to necessary safety equipment, such as reflective vests and hard hats.

#### **F. SALVAGED OR DAMAGED EQUIPMENT**

All salvaged or damaged equipment remains the property of the City unless directed otherwise. If requested by the City, the Contractor shall deliver the equipment to the City's Yard for storage. When requested by the City, the Contractor will be responsible for disposing all damaged equipment at no additional cost to the City.

#### **G. WARRANTY SERVICE**

New equipment installed by the installing Contractor shall be covered with a material and workmanship warranty for (1) year after acceptance. The warranty shall include all

labor, parts, and materials necessary to correct defects in the workmanship and materials used in the installation of the equipment, and shall commence on the date of acceptance of the installation by the City. Where parts or material become defective during this warranty period, the Contactor shall notify the City so that the warranty may be exercised. The installing Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. No additional or separate compensation shall be paid for warranty service work.

## **H. RECORDS**

The Contractor shall be responsible for maintaining and updating of all maintenance records. All maintenance records, including routine preventive maintenance forms, shall be maintained at the Contractor's facility for a period of five (5) years. Any temporary changes made to traffic signal timing parameters shall be immediately brought to the attention of the City for record. The report and record keeping are considered part of the routine preventive maintenance tasks and no additional compensation will be provided by the City. The Contractor shall submit to the City the following reports:

### **1. Routine Preventive Maintenance Forms**

The Contractor shall develop routine preventive maintenance forms to be approved by City. The forms shall be filled out for each location immediately after the routine maintenance work has been completed. The Contractor shall maintain a computerized database of all preventive maintenance records. The reports shall be delivered to the City the first week of every month or be available for the City to view through the internet. The reports shall include a summary of all preventive maintenance work completed during the previous month, including the location, date and time of service, and a description of the work performed. The reports shall also include any necessary comments or observations regarding the condition of the equipment or any recurring issues that require further attention.

### **2. Monthly Activity Report**

The Contractor shall provide a computerized monthly activity report to the City the first week of every month. The report shall include the following:

- a. Time the service calls received by the Contractor, time arrived at the location, the number of hours spent for each repair.
- b. A complete record of all work that was performed during the previous month including the make, model, and serial number of any major components or other equipment that was newly installed at each location.
- c. Date the preventive routine maintenance work was performed.
- d. Detailed monthly expenditure records of the type, quantities, and costs of all the City expenditures.
- e. A summary of any issues encountered during the previous month, including any delays or complications that may have impacted service delivery, and the steps taken to resolve them.
- f. A summary of any recommendations for improvements or upgrades to the City's traffic-related electronic devices and systems, including cost estimates and timelines for implementation.

- h. Any other relevant information related to the Contractor's services or the City's traffic-related electronic devices and systems.

The monthly activity report shall be submitted in a format approved by the City and shall be accompanied by any supporting documentation or invoices as required.

## **I. MEETING**

The Contractor's technicians shall be available to meet with representatives from the City on a daily basis at a mutually agreed upon time and place in the City to review maintenance activities. The Contractor's signal maintenance manager shall be similarly available to meet with the City representatives as requested by the City. As a baseline, the maintenance manager shall meet with the City on a quarterly basis and provide a summary of updates and/or issues that require resolution.

## **J. WAGES PAID TO CONTRACTOR'S WORKERS**

Pursuant to California Labor Code Article 2, Wages, Section 1770-1781 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code Section 1771. Hence, the Contractor shall abide by all applicable Sections of the California Labor Codes including Sections 1770 -1781, et seq. relative to traffic signal maintenance. In accordance with the provisions of Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations website, found at <http://www.dir.ca.gov/dirdatabases.html>. The Contractor, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Agreement.

The City reminds all contractors and subcontractors of the adoption of SB 96, and advises them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. The City requires all contractors and subcontractors to be registered with the DIR prior to submitting a proposal. Subject to the exceptions set forth in Labor Code Section 1725.5, proposal from contractors that are not currently registered will be deemed nonresponsive. Further, the City will not award a contract to and no contractor or subcontractor will be allowed to work on City's traffic-related electrical devices unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

## **L. MINIMUM QUALIFICATIONS AND REFERENCE CONTACT INFORMATION**

### **1. CONTRACTOR'S LICENSE**

Contractor must possess a valid, current and in good standing Class A or Class C-10 contractor's license issued by the California State Contractor Licensing Board. A copy

of the contractor's license number and date of expiration shall be included in the submitted Proposal. Failure to produce and possess the specified license will render the Proposal as non-responsive.

## 2. QUALIFIED PERSONNEL

Contractor must have on-staff, certified personnel with the following qualifications:

- Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal repairs.
- Level Two technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal repairs.

## 3. STAFFING LEVEL

Contractor shall propose a staffing level necessary to perform the maintenance of traffic-related electrical devices in Glendale as described in the scope of work. At a minimum, the City requests that two (2) full-time IMSA certified technicians be designated exclusively to this program. The technicians shall have a minimum of 3 years of experience in traffic signal maintenance repairs.

## 4. COMPANY BACKGROUND

Contractor must be skilled and regularly engaged in traffic signal and other previously mentioned electrical equipment maintenance as well as performing Underground Service Alerts (USA's).

## 5. NEGATIVE HISTORY

Contractor must include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years. If there is no negative history to disclose the firm must affirmatively state in its Proposal there is no negative history to report. Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

## **EXHIBIT 2 –Time Schedule**

The following is the City’s anticipated schedule for the selection of the most qualified Consultants:

|                 |   |
|-----------------|---|
| June 22, 2023   | Issuance of Request for Proposals       |
| July 27, 2023   | Deadline for submitting RFP             |
| August 10, 2023 | City Staff selection of Consultant      |
| August 17, 2023 | Council Award Contractors’ Contracts    |
| August 24, 2023 | Certification of Contractors’ Contracts |

## EXHIBIT 3 – Insurance Requirements

### “WORKERS’ COMPENSATION” INSURANCE

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— for the duration of this Agreement:

- (A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer’s Liability insurance in an amount not less than:
  - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
  - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
  - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 CONTRACTOR shall provide CITY with a “**certificate of insurance**” and a subrogation endorsement, “**Waiver of Our Right to Recover from Others**”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.

1.3 CITY shall not be liable to CONTRACTOR’s personnel, or anyone CONTRACTOR directly or indirectly employs or uses, for a claim at law or in equity arising out of CONTRACTOR’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

### “COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Commercial General Liability” or a “Business owners Liability” insurance policy on an occurrence basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “CITY AND ITS REPRESENTATIVES”) as additional insureds.

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONTRACTOR. If CONTRACTOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and
- (D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

1.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);



- (B) Independent Contractors' Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
- (D) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
- (E) Contractual Liability; and
- (F) Broad Form Property Damage.

1.4 CONTRACTOR shall provide CITY with a "***certificate of insurance***" and an "***additional insured endorsement***"— on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The "certificate of insurance" and an "additional insured endorsement" must state:

"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

#### **"BUSINESS AUTOMOBILE" LIABILITY INSURANCE**

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a "Business Automobile" insurance policy on an ***occurrence*** basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as ***additional insureds***.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
- (C) ONE MILLION DOLLARS (\$1,000,000) combined single limit ("CSL").

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONTRACTOR shall provide CITY with a "***certificate of insurance***" and an "***additional insured endorsement***"— on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The "certificate of insurance" and an "additional insured endorsement" must state:

"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

## **GENERAL REQUIREMENTS**

**1.1** At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.

**1.2** If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONTRACTOR shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.

**1.3** A deductible or self-insured retention is subject to CITY’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

**1.4** Despite any conflicting or contrary provision in CONTRACTOR’s insurance policy:

- (B) CONTRACTOR’s insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONTRACTOR’s insurance;
- (D) CITY’s insurance, or self-insurance, or both, will not contribute with CONTRACTOR’s insurance policy;
- (E) CONTRACTOR and CONTRACTOR’s insurance company waive— and shall not exercise— any right of recovery or subrogation that CONTRACTOR or the insurer may have against CITY, or its representatives, or both;
- (F) CONTRACTOR’s insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company’s limits of liability;
- (G) CONTRACTOR’s insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- (H) CITY is not liable for a premium payment or another expense under CONTRACTOR’s policy.

**1.5** At any time during the duration of this Agreement, CITY may do any one or more of the following:

- (A) Review this Agreement’s insurance coverage requirements; or
- (B) Require that CONTRACTOR:
  - (1) Obtain, pay for, and maintain more or less insurance depending on CITY’s assessment of any one or more of the following factors:

- (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement;
  - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement; or
  - (c) The availability, or affordability, or both, of increased liability insurance coverage;
- (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
- (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.
- (A) If CONTRACTOR's insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, "its representatives") as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
  - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
  - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;

**1.6** CONTRACTOR shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONTRACTOR must maintain after the Final Payment.

**1.7** CONTRACTOR's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

**1.8** CONTRACTOR shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONTRACTOR shall deliver to CITY evidence of the required coverage as proof that CONTRACTOR's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

**1.9** At any time, upon CITY's request, CONTRACTOR shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONTRACTOR's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

**1.10** If CONTRACTOR hires, employs, or uses a Subcontractor to perform work, services, operations, or activities on CONTRACTOR's behalf, CONTRACTOR shall ensure that the Subcontractor:

- (A) Meets, and fully complies with, this Agreement's insurance requirements;
- (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
- (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for CITY's review, or approval, or both.

**1.11** CONTRACTOR's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONTRACTOR's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY for all sums or monies that

CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONTRACTOR.

### **CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS**

**1.1** CONTRACTOR shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONTRACTOR signs and delivers the Agreement to CITY, CONTRACTOR also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require CONTRACTOR to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A "certificate of insurance" for Workers' Compensation insurance; or  
If CONTRACTOR is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or  
If CONTRACTOR is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;
- (D) A subrogation endorsement, "Waiver of Our Right to Recover From Others," for Workers' Compensation coverage; and
- (E) A complete copy of CONTRACTOR's Professional Liability insurance policy, including all forms and endorsements attached to it.

**1.2** CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONTRACTOR obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

### **INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

**2.1** The Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in the Agreement.

## EXHIBIT 4 – Sample Contract

The proposed Contract is set forth below. **THIS IS A DRAFT VERSION OF THE CONTRACT.** The City reserves the right to revise this proposed Contract, including its service-related terms, conditions, requirements, specifications, or minimum performance standards. **THE FINAL VERSION MAY CONTAIN NEW OR DIFFERENT TERMS.**

CONTRACT No. \_\_\_\_\_

(For Architect, Landscape Architect, Professional Engineer, or Professional Land Surveyor)

### PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF GLENDALE  
AND  
\_\_\_\_\_

**THIS AGREEMENT** ("Agreement"), effective \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), is between the City of Glendale ("CITY"), a municipal corporation, and \_\_\_\_\_ ("CONSULTANT"), a [(Name of State) corporation/ partnership/ limited partnership/ limited liability company/ a sole proprietor/ an individual] (collectively, "PARTIES" or individually, "PARTY").

### RECITALS

A. CITY is a public entity organized and existing under its Charter and the State of California's Constitution.

B. CONSULTANT represents that CONSULTANT is, and will continue to be for this Agreement's duration, a [(Name of State) corporation in good standing/ partnership/ limited partnership/ limited liability company/ a sole proprietorship/ an individual.] **[NOTE: staff must verify corporate status/ partnership/ LLC and Consultant's license, if any, and obtain proof.]** **[ADD, IF APPLICABLE: (which) (who) employs persons who are duly registered or licensed to practice in the State of California.]**

C. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement's tasks in a professional and competent manner.

D. CONSULTANT desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

### AGREEMENT

**THEREFORE**, CITY engages CONSULTANT's services, and in consideration of the PARTIES' mutual promises, the PARTIES agree as follows:

#### **1.0 INCORPORATION OF RECITALS**

1.1. The Recitals constitute the factual basis upon which CITY and CONSULTANT have entered into this Agreement. CITY and CONSULTANT acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

#### **2.0 TERM**

[Select one of the following alternatives:]

2.1. **[OPTION 1]** This Agreement begins on the Effective Date, and continues in effect until completion of the work described in Article 3, unless this Agreement ends sooner according to the terms elsewhere in this document.

2.1. **[OPTION 2]** This Agreement's Term is [ # ] [months/ years], beginning on [DATE] and ending on [DATE], unless this Agreement ends sooner according to the terms elsewhere in this document.

### 3.0 SERVICES

3.1. **Scope of Work.** CONSULTANT shall [specify services to be provided] ("the Services") in accordance with the Scope of Work [ADD, IF APPLICABLE: and Fee Schedule], which is attached as "Exhibit A" to this Agreement and is incorporated into it by this reference. **[NOTE: "Exhibit A" must set forth in detail the nature and extent of services that professional person or firm will render. Scope of Work should identify specific tasks, list and describe any deliverables, and specify procedures/ criteria for acceptance.]**

#### 3.2. **Written Authorization.**

(A) CONSULTANT shall not make changes in the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONSULTANT provides additional services or materials without written authorization, or if CONSULTANT exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONSULTANT proceeds at CONSULTANT's own risk and without payment.

(B) CITY will authorize CONSULTANT to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by CITY's Project Manager, is a prerequisite for CONSULTANT to proceed with each task. [ADD, IF APPLICABLE: Each Task Order will specify a not-to-exceed price and a schedule for completion of the task. CONSULTANT shall not exceed the not-to-exceed price in each Task Order.] In performing each phase or task, CONSULTANT shall not exceed the Maximum Cost in Paragraph 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONSULTANT to incur expenditures in excess of the Maximum Cost, nor relieves CONSULTANT from its responsibility for completing all of the Services within the Maximum Cost.

#### 3.3. **Professional Standard of Care.** During this Agreement's Term:

(A) CONSULTANT and its Subconsultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(D) When the Scope of Work requires or permits CITY's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONSULTANT's work product;
- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to CITY, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

#### **4.0 TIME FOR PERFORMANCE**

[Select one of the following alternatives:]

4.1. **[OPTION 1]** CONSULTANT shall complete all of the Services by \_\_\_\_ [DATE] \_\_\_\_.

4.1. **[OPTION 2]** CONSULTANT shall perform the Services according to the Project Time Schedule, which is attached as "Exhibit B" to this Agreement and is incorporated into it by this reference. CONSULTANT shall complete all of the Services by \_\_\_\_ [DATE] \_\_\_\_.

4.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONSULTANT shall not proceed from one phase or increment to the next without written authorization from CITY's Project Manager.

4.3. **Force Majeure.** If an event or condition constituting a "force majeure"— including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster— prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY's control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

#### **5.0 PERSONNEL**

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet [**SET FORTH SPECIFIC TIMES: hourly/ daily/ weekly/ as needed**] to coordinate, review, and ensure CONSULTANT's performance under this Agreement. CITY's Project Manager will oversee the administration of CONSULTANT's tasks under this Agreement.

5.2. **Key Personnel.** CONSULTANT's project team shall work under the direction of the following key personnel [**IDENTIFY CONSULTANT's KEY PERSONNEL AND TITLE**]. [**OR STATE: CONSULTANT shall employ the key personnel identified in "Exhibit A."**] CONSULTANT shall minimize changes to its key personnel. CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONSULTANT. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With CITY's prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities ("Subconsultants") that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT's duties. CITY is an intended beneficiary of all work that the Subconsultants perform for purposes of establishing a duty of care between the Subconsultants and CITY. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONSULTANT.

5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT's employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the Services under this Agreement. CONSULTANT shall provide the Services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give CITY the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONSULTANT, an employee of CONSULTANT, or any employee of CONSULTANT construed to be an employee of CITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards—including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations—when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of CITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. CITY is not



responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

## 6.0 FACILITIES

6.1. CONSULTANT shall provide all facilities necessary to fully perform and complete the Services. If CONSULTANT needs to use a CITY facility, CONSULTANT shall meet and confer with CITY before CONSULTANT begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONSULTANT, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONSULTANT shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONSULTANT's use, occupation, operation, or activities in, upon, under, or over any portion of them.

## 7.0 PAYMENT

7.1. CITY's payment to CONSULTANT will be based upon CONSULTANT's Fee Schedule, which is attached as "Exhibit C" to this Agreement and is incorporated into it by this reference. **[NOTE: "Exhibit C" must include a breakdown of the not-to-exceed amount, including hourly rates for project staff, any overtime rates, a list and the rate for any reimbursable expenses, or a statement that costs are included in the hourly rate, and an explanation of any mark-ups.]** Except as itemized in the Fee Schedule, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

[Select one of the following provisions:]

7.2. **Fee. [OPTION 1]** CITY shall pay for the Services in a lump sum, which is not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_), upon CONSULTANT's satisfactory completion of the Services and CONSULTANT's delivery of the work product.

7.2. **Fee. [OPTION 2]** CITY shall pay for the Services that CONSULTANT performs in accordance with this Agreement at the hourly rate(s) specified in "Exhibit C," the TOTAL amount of which is not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_).

7.2. **Fee. [OPTION 3]** CITY shall pay for the Services in **[IF PAYMENTS ARE IN INTERVALS, SPECIFY A PERIOD (e.g., monthly/ quarterly) OR SPECIFY A QUANTITY (e.g., two/ three/ five)]** installments, the TOTAL amount of which is not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_). Each installment will be payable upon satisfactory completion, in CITY's determination, of the work in each phase identified below, and in an amount proportionate to the work CONSULTANT performed or completed within each phase:

| <u>Phase:</u> | <u>Description:</u>                      | <u>Amount:</u> |
|---------------|--|----------------|
| I –           | <u>[Example: Construction Documents]</u> | \$ _____       |
| II –          | <u>[Example: Bid Documents]</u>          | \$ _____       |
| III –         | <u>[Example: Construction Support]</u>   | \$ _____       |
| IV –          | <u>[Example: Project 's Closeout]</u>    | \$ _____       |
| <b>TOTAL</b>  |  | \$ _____       |

7.3. If CITY requires additional work not included in this Agreement, CONSULTANT and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. **Maximum Cost.** CONSULTANT expressly acknowledges that the total cost to complete all tasks set forth in "Exhibit A" must not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_) ("Maximum Cost"). When CONSULTANT has billed 75% of the Maximum Cost, CONSULTANT shall provide written notice to CITY's Project Manager that CONSULTANT has expended 75% of the Maximum Cost.

7.5. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.6. **Invoices.** CONSULTANT shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONSULTANT shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date. CONSULTANT must ensure that the invoice is submitted within 30 days of completion of the work, in compliance with the payment terms stated in the agreement.

## **8.0 AUDIT BY CITY**

8.1. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONSULTANT has performed or will perform under this Agreement.

## **9.0 DATA, RECORDS, PROPRIETARY RIGHTS**

9.1. **Copies of Data.** CONSULTANT shall provide CITY with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CITY.

### **9.2. Ownership and Use.**

(A) Unless CITY states otherwise in writing, each document— including, but not limited to, each report, draft, record, drawing, or specification (collectively, "work product")— that CONSULTANT prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY's exclusive property.

(B) CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

### **9.3. Intellectual Property.**

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONSULTANT's work product, CONSULTANT represents that:

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or

- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in CITY. CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** CONSULTANT shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONSULTANT's Scope of Work. Without CITY's prior written authorization, CONSULTANT shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONSULTANT or to which CONSULTANT has access.

9.5. **Public Records Act.**

(A) CONSULTANT acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions. CONSULTANT acknowledges that CITY has no obligation to notify CONSULTANT when a request for records is received.

(B) CONSULTANT shall identify in advance all records, or portions of them, that CONSULTANT believes are exempt from production under the Public Records Act.

(C) If CONSULTANT claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

- (1) CONSULTANT may, when notified by CITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If CONSULTANT fails to identify one or more protectable documents, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONSULTANT, CITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(E) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONSULTANT identifies as protectable, or asserts is protectable.

**10.0 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS**

10.1. **Conflict of Interest.** CONSULTANT represents and certifies that:

(A) CONSULTANT's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONSULTANT will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform CITY about any possible conflict of interest that may arise as a result of any change in circumstances.

10.2. **Campaign Contributions.**

(A) CONSULTANT and its Subconsultants shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONSULTANT's and its Subconsultants' ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

- (1) A consultant (including a subconsultant)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more; and
- (2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a consultant (or a subconsultant) has provided a campaign contribution.

(B) CONSULTANT acknowledges that even if the Maximum Cost in Paragraph 7.4 of this Agreement is less than \$50,000, CONSULTANT still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:

- (1) CONSULTANT and CITY amend the Scope of Work in this Agreement which increases the Maximum Cost to equal or exceed \$50,000; or
- (2) CITY, Glendale Successor Agency, or the Housing Authority awards CONSULTANT another contract which has a total anticipated or actual value of \$50,000 or more, or awards CONSULTANT a combination or series of contracts which have a value of \$50,000 or more.

(C) CONSULTANT represents and certifies that:

- (1) CONSULTANT has read and fully understands the provisions of Municipal Code Section 1.10.060;
- (2) CONSULTANT will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and
- (3) CONSULTANT shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

**11.0 INSURANCE**

11.1. When CONSULTANT signs and delivers this Agreement to CITY, and during this Agreement's Term, CONSULTANT shall furnish CITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit D" (D-1 to D-\_\_\_) to this Agreement and are incorporated into it by this reference.

11.2. This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

## 12.0 INDEMNITY

12.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Sections 2778 and 2782.8— CONSULTANT, its employees, agents, Subconsultants, and persons whom CONSULTANT employs or hires (individually and collectively, “CONSULTANT INDEMNITOR”) shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, “CITY INDEMNITEE”) from and against a “**liability**” [as defined in Subparagraph (A) below], or an “**expense**” [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of a CONSULTANT INDEMNITOR:

(A) “**Liability**” means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) “**Expense**” means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney’s fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, consultant, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, CONSULTANT INDEMNITOR’s defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a CITY INDEMNITEE.

12.3. To the extent that CONSULTANT INDEMNITOR’s insurance policy provides an upfront defense to CITY, CONSULTANT INDEMNITOR’s obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONSULTANT INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts the negligence, recklessness, or willful misconduct of CONSULTANT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONSULTANT INDEMNITOR.

12.4. Paragraph 12.3 does not limit or extinguish CONSULTANT INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a **liability**, or an **expense**, or both. The defense costs charged to CONSULTANT INDEMNITOR will not exceed CONSULTANT INDEMNITOR's proportionate percentage of fault. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONSULTANT INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONSULTANT INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.

12.5. If CONSULTANT subcontracts all or any portion of the Services under this Agreement, CONSULTANT shall provide CITY with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

12.6. CONSULTANT INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONSULTANT INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

12.7. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

### 13.0 **DEFAULT, REMEDIES, AND TERMINATION**

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONSULTANT, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;

- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONSULTANT:

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY's written authorization;
- (5) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or
- (6)

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. **Notice of Default.** If CITY deems that CONSULTANT is in Default, or that CONSULTANT has failed in any other respect to perform satisfactorily the Services specified in this Agreement, CITY may give written notice to CONSULTANT specifying the Default(s) that CONSULTANT shall remedy within [SELECT: 5/ 10/ 14/ 30] days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within [SELECT THE SAME NUMBER IN PARAGRAPH 13.2 ABOVE: 5/ 10/ 14/ 30] days after receiving CITY's Notice of Default, if CONSULTANT refuses or fails to remedy the Default(s), or if CONSULTANT does not commence steps to remedy the Default(s) to CITY's reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONSULTANT has corrected the Default;

(B) CITY may provide for the Services either through its own forces or from another consultant, and may withhold any money due (or may become owing to) CONSULTANT for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONSULTANT under this Agreement, which in CITY's sole determination, are sufficient to secure CONSULTANT's performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

- (1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or

(2) Recovering damages for CONSULTANT's Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, CITY may elect to terminate this Agreement at any time upon [SELECT: 10/ 14/ 30] days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. CITY shall not pay CONSULTANT for demobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

#### 14.0 **GENERAL PROVISIONS**

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit D (Insurance Requirements).
- (3) Exhibit B (Project Time Schedule).
- (4) Exhibit A (Scope of Work).
- (5) Exhibit C (Fee Schedule).

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law: Jurisdiction.**

(A) California's laws govern this Agreement's construction and interpretation regardless of the laws that might otherwise apply under applicable principles of conflicts of law or choice of law.

(B) If CONSULTANT or CITY brings a lawsuit to enforce or interpret one or more provisions of this Agreement, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. CONSULTANT and CITY acknowledge that the Agreement was negotiated, entered into, and executed—and the Services are performed—in the City of Glendale, California.

(C) Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If either PARTY fails to require the other to perform any term in this Agreement, that failure does not prevent the PARTY from later enforcing that term, or any other term. If either PARTY waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.



A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If CITY or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

14.7. **Further Assurances.** Upon CITY's request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONSULTANT shall not do any one or more of the following:

(1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or

(2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

14.11. **Recycled Paper.** CONSULTANT shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall use the following delivery method:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (4) Facsimile; or
- (5) Email.

(B) All written notices or correspondence done in the manner described in Subparagraph (A) above with the street address or place, facsimile number, or email address listed in Subparagraph (C) below will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile or email.

(C) CITY and CONSULTANT designate the following contact person, street address or place, telephone number, and facsimile number or email address for giving notice:

CITY: City of Glendale

Dept.: \_\_\_\_\_

Glendale, CA 91206

Attn: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Fax. No.: \_\_\_\_\_

Email: \_\_\_\_\_

CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Fax. No.: \_\_\_\_\_

Email: \_\_\_\_\_

(D) At any time, by providing written notice to the other PARTY, CITY or CONSULTANT may change the contact information listed in Subparagraph (C) above.

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement's expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

(C) They have executed this Agreement on the date opposite their signature.

14.17. **Digital Signatures.** A signed copy of this Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature.

Executed at Glendale, California.

**CITY OF GLENDALE:**

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT:**

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

Date: \_\_\_\_\_

| APPROVED AS TO FORM |
|---------------------|
| NAME: _____         |
| TITLE: _____        |
| SIGNATURE: _____    |
| DATE: _____         |

## **INSURANCE REQUIREMENTS PROFESSIONAL SERVICES AGREEMENT**

### **“PROFESSIONAL LIABILITY” INSURANCE**

**1.1** Without limiting CONSULTANT’s liability and at its sole expense, CONSULTANT shall obtain, pay for, and maintain a Professional Liability insurance policy.

**1.2** The Professional Liability policy must:

- (A) Include “**errors and omissions**” coverage or “**malpractice**” coverage;
- (B) Afford “**practice specific**” or “**project specific**” coverage;
- (C) Provide limits of liability in an amount not less than:
  - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
  - (2) TWO MILLION DOLLARS (\$2,000,000) in the aggregate;
- (D) Cover a claim or claims arising out of the performance of professional services by:
  - (1) CONSULTANT;
  - (2) CONSULTANT’s Subconsultant(s);
  - (3) Anyone whom CONSULTANT or its Subconsultant(s) directly or indirectly employs or uses; or
  - (4) Anyone whose acts CONSULTANT or its Subconsultant(s) may be liable; and
- (E) Provide coverage for:
  - (1) The duration of this Agreement; and
  - (2) At least three (3) years after the Project’s completion:
    - (a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an “extended reporting period” (“ERP”) or a “discovery” feature— to allow CITY to report a claim— for a period of not less than three (3) years following the initial policy’s expiration, or following CITY’s recordation of its “notice of completion” for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
    - (b) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with “prior acts” coverage), for a period of three (3) years following the initial policy’s expiration, or following CITY’s recordation of its “notice of completion” for the Project, whichever date is later. Each policy must have a “retroactive date” that coincides with, or is earlier than, this Agreement’s Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

**1.3** All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY’s review and approval, in its sole discretion.

**1.4** CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

**INSURANCE REQUIREMENTS  
PROFESSIONAL SERVICES AGREEMENT**

**“WORKERS’ COMPENSATION” INSURANCE**

**1.1** At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— for the duration of this Agreement:

- (A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer’s Liability insurance in an amount not less than:
  - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
  - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease;
  - and
  - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

**1.2** CONSULTANT shall provide CITY with a “**certificate of insurance**”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.

**1.3** CITY shall not be liable to CONSULTANT’s personnel, or anyone CONSULTANT directly or indirectly employs or uses, for a claim at law or in equity arising out of CONSULTANT’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

## **INSURANCE REQUIREMENTS PROFESSIONAL SERVICES AGREEMENT**

### **“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE**

**1.1** At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an **occurrence** basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “CITY AND ITS REPRESENTATIVES”) as **additional insureds**.

**1.2** Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONSULTANT. If CONSULTANT has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and
- (D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

**1.3** The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
- (B) Independent Contractors’ Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) years after recordation of Notice of Completion);
- (D) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
- (E) Contractual Liability; and
- (F) Broad Form Property Damage.

**1.4** CONSULTANT shall provide CITY with a “***certificate of insurance***,” an “***additional insured endorsement***,” and a subrogation endorsement, “***Waiver of Transfer to Rights of Recovery Against Others***”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

**1.5** The “certificate of insurance” and an “additional insured endorsement” must state:

"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

## **INSURANCE REQUIREMENTS PROFESSIONAL SERVICES AGREEMENT**

### **"BUSINESS AUTOMOBILE" LIABILITY INSURANCE**

**1.1** At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a "Business Automobile" insurance policy on an **occurrence** basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as **additional insureds**.

**1.2** The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
- (C) TWO MILLION DOLLARS (\$2,000,000) combined single limit ("CSL").

**1.3** The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

**1.4** CONSULTANT shall provide CITY with a "***certificate of insurance***" and an "***additional insured endorsement***"— on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

**1.5** The "certificate of insurance" and an "additional insured endorsement" must state:

"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."



## **INSURANCE REQUIREMENTS PROFESSIONAL SERVICES AGREEMENT**

### **GENERAL REQUIREMENTS**

**1.1** At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.

**1.2** If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONSULTANT shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.

**1.3** A deductible or self-insured retention is subject to CITY’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

**1.4** Despite any conflicting or contrary provision in CONSULTANT’s insurance policy:

- (A) If CONSULTANT’s insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
  - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
  - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
- (B) CONSULTANT’s insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONSULTANT’s insurance;
- (D) CITY’s insurance, or self-insurance, or both, will not contribute with CONSULTANT’s insurance policy;
- (E) CONSULTANT and CONSULTANT’s insurance company waive— and shall not exercise— any right of recovery or subrogation that CONSULTANT or the insurer may have against CITY, or its representatives, or both;
- (F) CONSULTANT’s insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company’s limits of liability;

- (G) CONSULTANT's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- (I) CITY is not liable for a premium payment or another expense under CONSULTANT's policy.

**1.5** At any time during the duration of this Agreement, CITY may do any one or more of the following:

- (A) Review this Agreement's insurance coverage requirements; or
- (B) Require that CONSULTANT:
  - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
    - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONSULTANT under this Agreement;
    - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONSULTANT under this Agreement; or
    - (c) The availability, or affordability, or both, of increased liability insurance coverage;
  - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
  - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.

**1.6** CONSULTANT shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONSULTANT must maintain after the Final Payment.

**1.7** CONSULTANT's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

**1.8** CONSULTANT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONSULTANT shall deliver to CITY evidence of the required coverage as proof that CONSULTANT's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

**1.9** At any time, upon CITY's request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONSULTANT's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

**1.10** If CONSULTANT hires, employs, or uses a Subconsultant to perform work, services, operations, or activities on CONSULTANT's behalf, CONSULTANT shall ensure that the Subconsultant:

- (A) Meets, and fully complies with, this Agreement's insurance requirements;

- (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
- (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subconsultant's insurance policy or policies for CITY's review, or approval, or both.

**1.11** CONSULTANT's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONSULTANT's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONSULTANT.

## **INSURANCE REQUIREMENTS PROFESSIONAL SERVICES AGREEMENT**

### **CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS**

**1.1** CONSULTANT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONSULTANT signs and delivers the Agreement to CITY, CONSULTANT also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) Additional Insured Endorsement for "General Liability/Automobile Liability", unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A subrogation endorsement, "**Waiver of Transfer to Rights of Recovery Against Others,**" for Commercial General Liability coverage or Businessowners Liability coverage;
- (D) A "certificate of insurance" for Workers' Compensation insurance; or  
If CONSULTANT is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or  
If CONSULTANT is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;
- (F) A complete copy of CONSULTANT's Professional Liability insurance policy, including all forms and endorsements attached to it.

**1.2** CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONSULTANT obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

### **INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

**2.1** This Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

**EXHIBIT LIST**

|                            |  |
|----------------------------|--|
| “Exhibit 1”:<br>(9 pages)  | Scope of Services                          |
| “Exhibit 2”:<br>(1 page)   | Time Schedule                              |
| “Exhibit 3”:<br>(4 pages)  | Insurance Requirements                     |
| “Exhibit 4”:<br>(23 pages) | Sample Contract                            |
| “Exhibit 5”:<br>(11 pages) | Proposal Forms                             |
| “Exhibit 6”:<br>(2 pages)  | Liquidated Damages Clause                  |
| “Exhibit 7”:<br>(2 pages)  | Staffing Level and References              |
| “Exhibit 8”:<br>(4 pages)  | Cost Proposal Form                         |
| “Exhibit 7”:<br>(1 page)   | Proposer’s Affidavit of Non Collusion Form |
| “Exhibit 8”:<br>(7 pages)  | Inventory List                             |

## Exhibit 5 – Proposal Forms

FOR  
CITY OF GLENDALE  
**Traffic-Related Electrical Devices Maintenance Program Proposal**

Date: \_\_\_\_\_, 20\_\_\_\_

Proposer: \_\_\_\_\_  
Name of Business

Tax Identification No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

### TO THE CITY OF GLENDALE, CALIFORNIA:

In response to the Request for Proposals ("RFP") by the City of Glendale ("City"), the undersigned person or entity ("Proposer") now submits this Proposal ("Proposal"), with the accompanying forms and attachments.

1. In submitting this Proposal, Proposer certifies that:
  - A. Proposer has read, examined, and is fully familiar with all three of the items below (collectively, "the Documents"):
    - (1) The RFP's provisions;
    - (2) The Contract's terms, conditions, requirements, specifications, and minimum performance standards; and
    - (3) Any Addenda issued during the proposal period;
  - B. Proposer has carefully checked all words, figures, and statements made in the Documents;
  - C. Proposer is satisfied that the Documents are accurate;
  - D. Proposer understands and accepts all of the Documents' provisions;
  - E. Proposer has examined the location or facility for which this Proposal is submitted, and Proposer is fully familiar with all facts, conditions, circumstances, and matters that may affect, in any way, Proposer's services or costs;
  - F. Proposer has fully considered all other matters that may affect, in any way, Proposer's services or costs;

- G. If Proposer is awarded a Contract, Proposer will not make a claim against City based upon ignorance of local conditions or misunderstanding of any of the Contract's provisions. If the conditions turn out otherwise than what Proposer anticipated, Proposer agrees to assume all risks incident to it;
  - H. Proposer offers to fully perform all of the duties and obligations specified in the Documents in exchange for the consideration described in the Documents;
  - I. This Proposal is an irrevocable offer for a period of at least ninety (90) calendar days following City's opening of all Proposals;
  - J. Except as the Contract or California law allows, City is not liable or responsible for any costs, fees, or expenses that Proposer incurs for any one or more of the following:
    - (1) Responding to this RFP;
    - (2) Anticipating or preparing for an award of a Contract;
    - (3) Obtaining any equipment, personnel, facilities, or other items to comply with the Documents' provisions; or
    - (4) Performing the services under the Contract;
  - K. Within fourteen (14) calendar days after City issues the Notice of Award of Contract, or within any extension that City may allow, Proposer agrees to:
    - (1) Sign and deliver the Contract, of which the RFP, its attached Exhibits, and the Notice calling for Proposals are a part; and
    - (2) Furnish the Performance Bond and Insurance that the Documents require; and
  - L. At its expense, Proposer agrees to indemnify, defend, and hold harmless City and its officers, agents, employees, and representatives— from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys' fees, litigation, arbitration, mediation, appeal expenses), if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:
    - (1) Proposer's submitting the Proposal;
    - (2) City's accepting Proposer's Proposal; or
    - (3) City's awarding a Contract to Proposer in compliance with this RFP, or state, federal, or local laws.
2. Under the penalty of perjury, Proposer certifies that:
- A. This Proposal is genuine, is not a sham or collusive, and is not made in the interest of, or on behalf of, any person, partnership, corporation, firm, organization, or another entity not named or disclosed in the Proposal;
  - B. Proposer did not, directly or indirectly, induce, agree, or solicit anyone else to submit a false or sham Proposal, to refrain from proposing, to withdraw a Proposal, or to attempt to induce an action prejudicial to City's interests;
  - C. Proposer has not sought by collusion, in any manner, to secure for Proposer any advantage over other proposers; and

- D. All facts and statements in the Proposal are completely true, accurate, and correct.
- E. By signing this Proposal, each individual below represents and warrants that the individual:
- (1) Has the right, power, legal capacity, and authority not only to sign this Proposal on the Proposer's behalf, but also to bind the Proposer to this Proposal; and
  - (2) Binds the Proposer to this Proposal.

**SIGNATURE MUST BE ACKNOWLEDGED  
BEFORE A NOTARY (USE FORM PF:5)**

**PROPOSER:**

By \_\_\_\_\_  
Signature

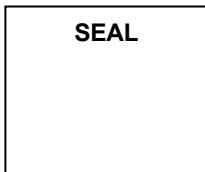
Name \_\_\_\_\_  
Printed

Its \_\_\_\_\_  
Title

Address \_\_\_\_\_

Telephone \_\_\_\_\_

**IF PROPOSER IS A CORPORATION,  
PLACE IMPRINT OF CORPORATE SEAL  
BELOW:**



**IF PROPOSER IS A PARTNERSHIP,  
JOINT VENTURE, OR OTHER LEGAL ENTITY,  
THEN EACH PARTNER, PRINCIPAL, OR  
INDIVIDUAL MUST SIGN THIS PROPOSAL ON  
PAGE 56, IN FRONT OF A NOTARY**



ADDITIONAL SIGNATURE PAGE  
FOR PROPOSAL

SIGNATURES MUST BE ACKNOWLEDGED  
BEFORE A NOTARY (USE FORM PG 56)

PROPOSER:

By \_\_\_\_\_  
Signature

Name \_\_\_\_\_  
Printed

Its \_\_\_\_\_  
Title

Address \_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_  
Signature

Name \_\_\_\_\_  
Printed

Its \_\_\_\_\_  
Title

Address \_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_  
Signature

Name \_\_\_\_\_  
Printed

Its \_\_\_\_\_  
Title

Address \_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_  
Signature

Name \_\_\_\_\_  
Printed

Its \_\_\_\_\_  
Title

Address \_\_\_\_\_

Telephone \_\_\_\_\_

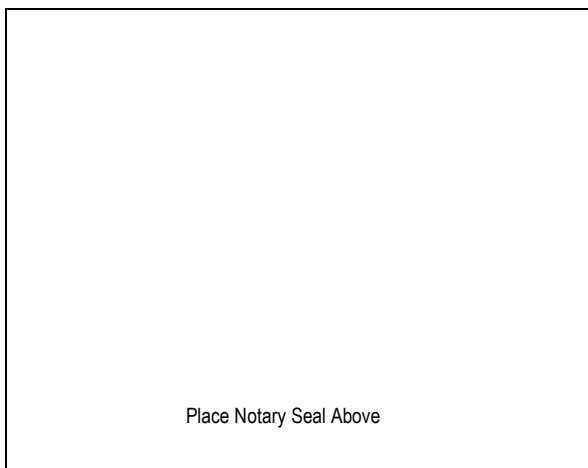
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

State of California

}

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Name and Title of the Officerpersonally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

*Although the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title: \_\_\_\_\_  
☐ Partner: ☐ Limited ☐ General  
☐ Attorney-In-Fact  
☐ Trustee  
☐ Guardian ☐ Conservator  
☐ Other: \_\_\_\_\_

Signer is representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of Thumb Here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title: \_\_\_\_\_  
☐ Partner: ☐ Limited ☐ General  
☐ Attorney-In-Fact  
☐ Trustee  
☐ Guardian ☐ Conservator  
☐ Other: \_\_\_\_\_

Signer is representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
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I. EXPERIENCE FORM – MINIMUM QUALIFICATIONS

List public entity contracts in California; each comparable in scope and scale to this Project, within the last five (5) years:

|   | CONTRACT<br>START DATE | CONTRACT<br>END DATE | CONTRACT<br>\$ AMOUNT | PROJECT NAME | ADDRESS | CONTACT<br>NAME/TITLE | CONTACT<br>PHONE<br>NUMBER |  |
|---|------------------------|----------------------|-----------------------|--------------|---------|-----------------------|----------------------------|--|
| 1 |                        |                      |                       |              |         |                       |                            |  |
|   |                        |                      |                       |              |         |                       |                            |  |
|   |                        |                      |                       |              |         |                       |                            |  |
| 2 |                        |                      |                       |              |         |                       |                            |  |
|   |                        |                      |                       |              |         |                       |                            |  |
|   |                        |                      |                       |              |         |                       |                            |  |
| 3 |                        |                      |                       |              |         |                       |                            |  |
|   |                        |                      |                       |              |         |                       |                            |  |
|   |                        |                      |                       |              |         |                       |                            |  |
| 4 |                        |                      |                       |              |         |                       |                            |  |
|   |                        |                      |                       |              |         |                       |                            |  |
|   |                        |                      |                       |              |         |                       |                            |  |

### III. INSURANCE REQUIREMENTS DECLARATION

#### INSURANCE REQUIREMENTS DECLARATION

**THE PROPOSER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM  
AND  
THE PROPOSER MUST SUBMIT THIS DECLARATION WITH THE PROPOSAL FORMS.**

I, the undersigned (**check one box:** ☐ underwriter ☐ agent), certify that I and the Vendor listed below have jointly reviewed the "Insurance Requirements" in this Request for Proposals. If the City of Glendale ("City") awards the Contract for Public Outreach and Regulatory Compliance, I will be able—within fourteen (14) calendar days after the Vendor is notified of the Contract's award—to furnish the City with valid insurance forms (including one or more insurance certificates and additional insured endorsements) that fully meet all of the Insurance Requirements.

|                                  |                                    |               |          |
|----------------------------------|------------------------------------|---------------|----------|
| Name of Insurance Company        | Date                               |               |          |
| Insurance Agent's Name (Printed) | Insurance Agent's Name (signature) |               |          |
| Address                          | City                               | State         | Zip Code |
| Telephone Number                 | FAX Number                         | Email Address |          |

---

Vendor's Name

---

Request for Proposal

---

*Below State the Name of Insurance Company Providing Coverage:*

**DO NOT write "Will Provide," "To Be Determined," "When Required," or similar phrases.**

---

Commercial General Liability

---

Automobile Liability

---

Workers' Compensation Liability

---

Professional Liability

---

City Will Purchase Policy, if required  
Builders Risk

---

Pollution Liability

---

**NOTE TO THE UNDERWRITER / AGENT:** If the insurance forms that the Vendor submits to the City do not fully comply with the Insurance Requirements, and/or if the Vendor fails to submit the forms within the 14-day time limit, the City may: (1) declare the Vendor's Proposal non-responsive, and (2) award the Contract to the next highest scoring, responsible proposer.

*If you have any questions about Insurance Requirements, please contact Veronika Padron, Risk Management Section, at (818) 548-4354.*

## IV. DISCLOSURE - CAMPAIGN FINANCE ORDINANCE – CONTRACTORS AND SUBCONTRACTORS

The City Council adopted Ordinance No. 5744, “Campaign Finance Ordinance,” which became effective on September 9, 2011, and amended it with Ordinance No. 5768, which became effective on March 15, 2012 (“the Ordinance”). The Ordinance prohibits: (1) A contractor\* (including a subcontractor\*\*)— who has a contract with the City of Glendale (“City”), Glendale Successor Agency or Glendale Redevelopment Agency (“GSA”), or the Housing Authority of the City of Glendale (“HA”) and that contract is subject to approval by the City Council, GSA, or HA— from making a contribution to a City Council member, GSA member, HA member, City Clerk, or City Treasurer; and (2) Council members, GSA members, and HA members from voting on matters concerning a contract affecting a contractor or subcontractor who has provided a campaign contribution.

The provisions of the Ordinance restricting Council members from voting on matters affecting campaign contributors applies to a contractor whose contract requires the City Council’s, GSA’s, or HA’s approval, and specified subcontractors. A contract with the City, GSA, or HA is known as a “City Contract.” The Ordinance excludes a competitively bid contract awarded to the lowest responsible bidder.

To assist members of the City Council, GSA, and HA before they vote on a matter regarding a City Contract, the Ordinance requires City staff to prepare this report which discloses certain information about: the contractor receiving the City Contract, and specified subcontractor(s) working under the City Contract.

- Information that must be disclosed:**
- Name of the person, entity, or organization (i.e., the Contractor or Subcontractor)
  - Name of the Chief Executive Officer/President
  - Chief Operating Officer
  - Chief Financial Officer
  - Chairperson
  - All members of the Board of Directors
  - All persons who own more than 10% of the person, entity, or organization
  - Name of any campaign committee owned or controlled by the person, entity, or organization

**Please complete the following disclosure form:**

**Contractor(s)\*:**

| Name      |                                     | Address          |      |       |     |
|-----------|-------------------------------------|------------------|------|-------|-----|
| Full Name | Title                               | Business Address | City | State | Zip |
|           | Chairperson                         |                  |      |       |     |
|           | Chief Executive Officer / President |                  |      |       |     |
|           | Chief Operating Officer             |                  |      |       |     |
|           | Chief Financial Officer             |                  |      |       |     |
|           | Board of Directors                  |                  |      |       |     |
|           | More than 10% interest owner        |                  |      |       |     |

\* “Contractor” is the person, entity, or organization that is the party, or prospective party, to the contract with the City, GSA, or HA. In addition to the name of the person, or entity, the Contractor must also disclose the name(s) of that person’s, entity’s, or organization’s Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Please disclose these persons’ name and business address.

**Subcontractor(s)\*\*:**

| Name      |                                     | Address          |      |       |     |
|-----------|-------------------------------------|------------------|------|-------|-----|
| Full Name | Title                               | Business Address | City | State | Zip |
|           | Chairperson                         |                  |      |       |     |
|           | Chief Executive Officer / President |                  |      |       |     |
|           | Chief Operating Officer             |                  |      |       |     |
|           | Chief Financial Officer             |                  |      |       |     |
|           | Board of Directors                  |                  |      |       |     |
|           | More than 10% interest owner        |                  |      |       |     |

\*\* "Subcontractor" is the person, entity, or organization that has entered into a contract for the performance of all or a portion of the work undertaken under an agreement with an architect, design professional, engineer, or general or prime contract, usually by a general or prime contractor. You must also disclose the names of the Subcontractor's Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Above please disclose these persons' name and business address.

Campaign Committee owned or controlled by: \_\_\_\_\_

| Title | Business Address | City | State | Zip |
|-------|------------------|------|-------|-----|
|       |                  |      |       |     |

**CERTIFICATION**

On behalf of the above-named ☐ Contractor ☐ Subcontractor:

- I acknowledge that I have a continuing obligation to update this disclosure form if I substitute— or if I select additional— architects, design professionals, contractors, or subcontractors within ten (10) days of the selection or change; and
- I hereby certify that:
  - I have identified all persons for which the Ordinance requires disclosure;
  - The information in this disclosure form (and any attachment to this form) is true, accurate, correct, and complete; and
  - I have been legally authorized to submit this disclosure form.

In total, this disclosure form (including attachments) is \_\_\_\_\_ pages.

Executed on: \_\_\_\_\_, 20\_\_\_\_, at: \_\_\_\_\_, California.

Signature: \_\_\_\_\_ Print Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

## V. PUBLIC RECORDS EXEMPT INFORMATION

Below identify (by a general description) all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that Proposer has included in this Proposal which Proposer believes should be exempt from disclosure under California’s Public Records Act, Government Code Section 6250, *et seq.* By listing the protectable documents below, Proposer agrees to indemnify, defend, and hold harmless City— including, its officers, agents, employees, and representatives— from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City’s refusal to disclose the protectable documents to any party making a request for those items. The City will treat any Proposer, who fails to identify below protectable documents that Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

[illegible]



Below state any other information that your firm believes is essential to a complete evaluation of the Proposal. If your firm has no additional information, state below: "Our firm does not have any additional information to present."

[illegible]

**EXHIBIT 6 – Liquidated Damages Clause****\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL\***

Maintaining the City's traffic signal, CCTV cameras, hard-wired flashing beacon systems, solar-powered wireless flashing beacon systems, and in-roadway warning light (IRWL) system in accordance with established standards, such that the equipment functions as designed in a manner that promotes the public's health, safety and welfare, is the single most important criteria for awarding a traffic signal, CCTV cameras, hardwired flashing beacon systems, solar-powered wireless flashing beacon systems, and in-roadway warning light (IRWL) system maintenance services contract to the selected contractor. The selected contractor, in its Proposal, has committed to providing preventative maintenance and scheduled repair of all traffic signal, CCTV cameras, hard-wired flashing beacon systems, solar-powered wireless flashing beacon systems, and in-roadway warning light (IRWL) system equipment maintained by the City at a frequency described in this Solicitation; and, has committed to responding to after hour calls for unscheduled or emergency work ("Extra Work") within the times of receiving notification stipulated in the previous sections.

It is expressly understood that the experience, knowledge, capability and reputation of the selected contractor, and the selected contractor's commitment to provide timely traffic signal, CCTV cameras, hard-wired flashing beacon systems, solar-powered wireless flashing beacon systems, and in-roadway warning light (IRWL) system maintenance services are a substantial inducement for City to enter into a traffic signal, CCTV cameras, hard-wired flashing beacon systems, solar-powered wireless flashing beacon systems, and in-roadway warning light (IRWL) system, maintenance services contract with the selected contractor. Therefore, in the event the City observes the selected contractor's inability to meet its commitments made in relation to furnishing these maintenance services, certain damages will incur and shall apply to payments due to the selected contractor.

The City proposes the following liquidated damages clause as a condition of a contract awarded to the selected contractor.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the following sums noted herein for each failure or delay in the performance of the services required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

- a. Failure to provide preventative maintenance at any given location once every month: \$500 per instance
- b. Repetitive calls for service at a single location: \$500 per repeated call
- c. Failure to respond to calls for unscheduled or emergency work ("Extra Work"):

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM**

- Call responded to, technician reports to location 1 to 2 hours later than the time stipulated to report after notification: \$1,000 per call
- Call responded to, technician reports to location 2 to 4 hours later than the time stipulated to report after notification: \$2,500 per call
- Call responded to, technician reports to location 4 or more hours later than the time stipulated to report after notification: \$5,000 per call

d. Failure to complete ad hoc electrical work, upgrades, permanent repair work to traffic signal and street light knockdowns, and special projects within the time agreed upon by the Contractor and the City: \$1,500 per day.

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL\***

**SIGNATURE AUTHORIZATION**

NAME OF PROPOSER/CONTRACTOR:

---

- A. I hereby certify that I have the authority to offer this proposal to the City of Glendale for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

---

SIGNATURE

---

PRINT NAME

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

\_\_\_ An individual; \_\_\_\_\_

\_\_\_ A partnership, Partners' names: \_\_\_\_\_

\_\_\_ A company; \_\_\_\_\_

\_\_\_ A corporation \_\_\_\_\_

2. My tax identification number is: \_\_\_\_\_

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM****EXHIBIT 7 – Staffing Level and References****I. Staffing Level**

For each position, list staff's name, position classification, the number of years of experience in traffic signal maintenance, the percentage of time the staff will be devoted to maintenance in Glendale, and any traffic signal maintenance certification.

| Name. Position | Year(s) of Experience | Percentage of Time Devoted to Glendale | Certification Level |
|----------------|-----------------------|--|---------------------|
|                |                       |  |                     |
|                |                       |  |                     |
|                |                       |  |                     |
|                |                       |  |                     |
|                |                       |  |                     |
|                |                       |  |                     |
|                |                       |  |                     |

**II. References:**

1.

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

Length of Service: From: \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_.

Describe Service: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM**

2.

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

Length of Service: From: \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_.

Describe Service: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3.

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

Length of Service: From: \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_.

Describe Service: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(USE ADDITIONAL SHEETS IF NECESSARY)

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM****EXHIBIT 8 – Cost Proposal Form****I. Base Fee Schedule for Routine Preventive Maintenance**

Please provide a monthly base fee for routine preventive maintenance as described in the Scope of Service. The monthly base fee shall consider the cost of labor, parts and material, equipment, tools, vehicles, overhead, and all other expenses needed to perform the routine preventive Maintenance Program, provide a monthly base fee for this service.

Monthly **base fee** for each signalized intersection \$\_\_\_\_\_

Monthly **base fee** for each hard-wired flashing beacon location \$\_\_\_\_\_

Monthly **base fee** for each solar-powered wireless flashing beacon location \$\_\_\_\_\_

Monthly **base fee** for each in-roadway warning light system location \$\_\_\_\_\_

Monthly **base fee** for solar-powered wireless flashing beacon sign enhancement \$\_\_\_\_\_

Monthly **base fee** for permanent speed radar signs \$\_\_\_\_\_

**II. Fee Schedule for Extraordinary Maintenance**

Provide fee schedule for labor, services, and equipment. With the exception of pole or cabinet knockdowns and other emergency situation, extraordinary maintenance requires prior written approval from the City before any work is scheduled. The Contractor shall prepare estimates showing the cost breakdown of material and labor for the services and submit this information to the City. The City reserves the right to obtain price quotes from more than one contractor to conduct extraordinary maintenance services.

**A. Labor Fee Schedule:**

| Classification/Duties | Hourly Straight Time | Hourly Overtime |
|-----------------------|----------------------|-----------------|
|                       |                      |                 |

Duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM**

| Classification/Duties | Hourly Straight Time | Hourly Overtime |
|-----------------------|----------------------|-----------------|
|                       |                      |                 |

Duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

| Classification/Duties | Hourly Straight Time | Hourly Overtime |
|-----------------------|----------------------|-----------------|
|                       |                      |                 |

Duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

| Classification/Duties | Hourly Straight Time | Hourly Overtime |
|-----------------------|----------------------|-----------------|
|                       |                      |                 |

Duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

| Classification/Duties | Hourly Straight Time | Hourly Overtime |
|-----------------------|----------------------|-----------------|
|                       |                      |                 |

Duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

| Classification/Duties | Hourly Straight Time | Hourly Overtime |
|-----------------------|----------------------|-----------------|
|                       |                      |                 |

Duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM****B. Service fee schedule:**

1. Cabinet and controller laboratory testing &amp; certification      \$\_\_\_\_\_ per Item

2. USA marking      \$\_\_\_\_\_ per Loc.

3. Furnish and Install 6'-diameter inductive loop detector:

| <u>Quantity</u> | <u>Price Each</u> |
|-----------------|-------------------|
| 1 to 4          | \$_____           |
| 5 to 12         | \$_____           |
| 13 to 20        | \$_____           |
| 20 or more      | \$_____           |

4. Furnish and Install 12" LED green ball:

| <u>Quantity</u> | <u>Price Each</u> |
|-----------------|-------------------|
| 1 to 10         | \$_____           |
| 10 to 25        | \$_____           |
| 25 to 45        | \$_____           |
| 45 to 70        | \$_____           |
| 70 to 100       | \$_____           |
| 100 or more     | \$_____           |

5. Furnish and Install 12" LED red ball:

| <u>Quantity</u> | <u>Price Each</u> |
|-----------------|-------------------|
| 1 to 10         | \$_____           |
| 10 to 25        | \$_____           |
| 25 to 45        | \$_____           |
| 45 to 70        | \$_____           |
| 70 to 100       | \$_____           |
| 100 or more     | \$_____           |



**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM**

## 6. Furnish and Install 12" LED yellow ball:

| <u>Quantity</u> | <u>Price Each</u> |
|-----------------|-------------------|
| 1 to 10         | \$_____           |
| 10 to 25        | \$_____           |
| 25 to 45        | \$_____           |
| 45 to 70        | \$_____           |
| 70 to 100       | \$_____           |
| 100 or more     | \$_____           |

## 7. Install Traffic Signal Pole Foundation per latest Caltrans Standard Plans:

| <u>Type</u>         | <u>Price Each</u> |
|---------------------|-------------------|
| 1A                  | \$_____           |
| 15TS                | \$_____           |
| 21TS                | \$_____           |
| (16/17/18/19)-3-100 | \$_____           |
| (24/26)-4-100       | \$_____           |
| 28/29-5-100         | \$_____           |

8. LED pedestrian signal module: \$\_\_\_\_\_ per module
9. Pedestrian Push Button (PPB): \$\_\_\_\_\_ per button
10. Accessible Pedestrian Signals (APS) \$\_\_\_\_\_ per button
11. Traffic signal backplate: \$\_\_\_\_\_ per backplate
12. Fiber optic cable installation: \$\_\_\_\_\_ per foot

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM****C. Equipment Fee Schedule:**

|  |                   |
|--|-------------------|
| 1. Personnel Vehicle                   | \$ _____ per hour |
| 2. Pickup Truck                        | \$ _____ per hour |
| 3. Bucket Truck, specify height: _____ | \$ _____ per hour |
| 4. Bucket Truck, specify height: _____ | \$ _____ per hour |
| 5. Bucket Truck, specify height: _____ | \$ _____ per hour |
| 6. Bucket Truck, specify height: _____ | \$ _____ per hour |
| 7. Other: _____                        | \$ _____ per hour |
| 8. _____                               | \$ _____ per hour |
| 9. _____                               | \$ _____ per hour |
| 10. _____                              | \$ _____ per hour |
| 11. _____                              | \$ _____ per hour |

Any equipment not listed will be charged per current Caltrans equipment rates. The City will pay a maximum travel time of one hour in each direction for emergency extraordinary maintenance during non-working hours, weekends, and holidays.

**III. IV. Material Cost Mark-up**

Provide proposed mark-up percentage of invoiced price for cost of material. Proposed mark-up = \_\_\_\_\_ %

**IV. V. Annual Fee Adjustment**

At the end of the of each one-year period, the City will allow the fee for routine preventive and extraordinary maintenance services to be adjusted. The annual percentage adjustment fee shall be subject to change in accordance with the Consumer Price Index, Los Angeles County, as published by the U.S. Department of Labor.

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM**

**EXHIBIT 9 – Proposer’s Affidavit of Non Collusion Form**

I, \_\_\_\_\_ under penalty of perjury, state as follows:

1. That I am the \_\_\_\_\_ (Title of office if a corporation: "sole owner," "Partner," or other proper title) of \_\_\_\_\_, (hereinafter called "Proposer") who has submitted to the **City of Glendale** a Proposal for the TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM;

2. That said Proposal is genuine; that the same is not sham; that all statements of fact therein are true;

3. That said Proposal is not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed;

4. That Proposer did not, directly or indirectly induce, solicit, agree, collude, conspire or contrive with anyone else to submit a false or sham proposal, to refrain from proposing, or withdraw his/her proposal, to raise or fix the proposal price of Proposer or of anyone else, or to raise or fix any overhead profit, or any cost element of Proposer’s price or the price of anyone else; and did not attempt to induce action prejudicial to the interests of the City of Glendale, or of any other Proposer, or anyone else interested in the proposed Agreement;

5. That the Proposer has not in any manner sought by collusion to secure for himself/herself/itself an advantage over any other Proposer or induce action prejudicial to the interests of the City of Glendale or of any other Proposer, or anyone else interested in the proposed Agreement;

6. That the Proposer did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Glendale, or to any person or persons who have partnership or other financial interest with said Proposer in his/her business.

We/I declare under penalty of perjury that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Name of Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM****EXHIBIT 10****INVENTORY OF TRAFFIC SIGNALS**

| <b>Location No.</b> | <b>Street</b>                     | <b>Cross Streets / Segments</b>            |
|---------------------|-----------------------------------|--|
| 1                   | Artsakh (previously Maryland Ave) | Wilson Ave                                 |
| 2                   | Artsakh (previously Maryland Ave) | Broadway                                   |
| 3                   | Artsakh (previously Maryland Ave) | Harvard St                                 |
| 4                   | Acacia Ave.                       | Chevy Chase Dr. / Tyler St.                |
| 5                   | Acacia Ave.                       | Glendale Ave.                              |
| 6                   | Acacia Ave.                       | Verdugo Rd.                                |
| 7                   | Adams St.                         | Broadway                                   |
| 8                   | Adams St.                         | Chevy Chase Dr.                            |
| 9                   | Adams St.                         | Colorado St.                               |
| 10                  | Adams St.                         | Wilson Ave.                                |
| 11                  | Air Way / Flower St.              | Pelanconi Ave. / San Fernando Rd.          |
| 12                  | Air Way / Grandview Ave.          | San Fernando Rd.                           |
| 13                  | Air Way                           | Sonora Ave.                                |
| 14                  | Allen Ave.                        | Glenoaks Blvd.                             |
| 15                  | Allen Ave.                        | San Fernando Rd.                           |
| 16                  | Allen Ave.                        | Victory Blvd.                              |
| 17                  | Americana Way                     | Central Ave.                               |
| 18                  | Americana Way                     | Brand Blvd. / Harvard St.                  |
| 19                  | Arden Ave.                        | Central Ave.                               |
| 20                  | Arden Ave.                        | Pacific Ave.                               |
| 21                  | Boston Ave.                       | Foothill Blvd.                             |
| 22                  | Boston Ave.                       | Honolulu Ave.                              |
| 23                  | Boynton St.                       | Chevy Chase Dr.                            |
| 24                  | Brand Blvd.                       | Broadway                                   |
| 25                  | Brand Blvd.                       | California Ave.                            |
| 26                  | Brand Blvd.                       | Caruso Ave.                                |
| 27                  | Brand Blvd.                       | Cerritos Ave.                              |
| 28                  | Brand Blvd.                       | Chevy Chase Dr.                            |
| 29                  | Brand Blvd.                       | Colorado St.                               |
| 30                  | Brand Blvd.                       | Doran St.                                  |
| 31                  | Brand Blvd.                       | Dryden St.                                 |
| 32                  | Brand Blvd.                       | Garfield Ave.                              |
| 33                  | Brand Blvd.                       | Glenoaks Blvd.                             |
| 34                  | Brand Blvd.                       | Lexington Dr.                              |
| 35                  | Brand Blvd.                       | Lomita Ave.                                |
| 36                  | Brand Blvd.                       | Los Feliz Rd.                              |
| 37                  | Brand Blvd.                       | Maple St.                                  |
| 38                  | Brand Blvd.                       | Milford St.                                |
| 39                  | Brand Blvd.                       | Monterey Rd.                               |
| 40                  | Brand Blvd.                       | Palmer Ave.                                |
| 41                  | Brand Blvd.                       | Ped. Crossing Btwn. Broadway / Harvard St. |
| 42                  | Brand Blvd.                       | San Fernando Rd.                           |
| 43                  | Brand Blvd.                       | Stocker St.                                |
| 44                  | Brand Blvd.                       | Wilson Ave.                                |
| 45                  | Broadview Dr.                     | Ocean View Blvd.                           |
| 46                  | Broadview Dr.                     | Verdugo Rd.                                |
| 47                  | Broadway                          | Central Ave.                               |
| 48                  | Broadway                          | Chevy Chase Dr.                            |
| 49                  | Broadway                          | Columbus Ave                               |
| 50                  | Broadway                          | Everett St.                                |
| 51                  | Broadway                          | Galleria Way                               |
| 52                  | Broadway                          | Glendale Ave.                              |
| 53                  | Broadway                          | Isabel St.                                 |

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM****EXHIBIT 10****INVENTORY OF TRAFFIC SIGNALS**

| <b>Location No.</b> | <b>Street</b>   | <b>Cross Streets / Segments</b>                |
|---------------------|-----------------|--|
| 54                  | Broadway        | Jackson St.                                    |
| 55                  | Broadway        | Kenwood St.                                    |
| 56                  | Broadway        | Louise St.                                     |
| 57                  | Broadway        | Orange St.                                     |
| 58                  | Broadway        | Pacific Ave.                                   |
| 59                  | Broadway        | Ped. Crossing Btwn. Lukens Pl. / Sinclair Ave. |
| 60                  | Broadway        | Brazil / San Fernando Rd.                      |
| 61                  | Broadway        | Verdugo Rd.                                    |
| 62                  | Burchett St.    | Central Ave.                                   |
| 63                  | Burchett St.    | Pacific Ave.                                   |
| 64                  | California Ave. | Central Ave.                                   |
| 65                  | California Ave. | Glendale Ave.                                  |
| 66                  | California Ave. | Isabel St.                                     |
| 67                  | California Ave. | Maryland Ave.                                  |
| 68                  | California Ave. | Orange St.                                     |
| 69                  | California Ave. | Pacific Ave.                                   |
| 70                  | California Ave. | San Fernando Rd.                               |
| 71                  | Campus St.      | Colorado St.                                   |
| 72                  | Canada Blvd.    | Colina Dr.                                     |
| 73                  | Canada Blvd.    | Country Club Dr. / San Maria Ave.              |
| 74                  | Canada Blvd.    | Del Valle Ave.                                 |
| 75                  | Canada Blvd.    | Glorietta Ave.                                 |
| 76                  | Canada Blvd.    | Menlo Dr. / Verdugo Rd.                        |
| 77                  | Canada Blvd.    | Opechee Way                                    |
| 78                  | Canada Blvd.    | Parking Lot #34 Dwy. / Verdugo Park            |
| 79                  | Canada Blvd.    | Verdugo Rd. (S)                                |
| 80                  | Canada Blvd.    | Wabasso Way                                    |
| 81                  | Central Ave.    | Chevy Chase Dr.                                |
| 82                  | Central Ave.    | Colorado St.                                   |
| 83                  | Central Ave.    | Doran St.                                      |
| 84                  | Central Ave.    | Dryden St.                                     |
| 85                  | Central Ave.    | Galleria Way                                   |
| 86                  | Central Ave.    | Glenoaks Blvd.                                 |
| 87                  | Central Ave.    | Lexington Dr.                                  |
| 88                  | Central Ave.    | Lomita Ave.                                    |
| 89                  | Central Ave.    | Los Feliz Rd.                                  |
| 90                  | Central Ave.    | Maple St.                                      |
| 91                  | Central Ave.    | Milford St.                                    |
| 92                  | Central Ave.    | Pioneer Dr.                                    |
| 93                  | Central Ave.    | San Fernando Rd.                               |
| 94                  | Central Ave.    | Stocker St.                                    |
| 95                  | Central Ave.    | Wilson Ave.                                    |
| 96                  | Central Ave.    | Windsor Rd.                                    |
| 97                  | Cerritos Ave.   | San Fernando Rd.                               |
| 98                  | Chevy Chase Dr. | Colorado St.                                   |
| 99                  | Chevy Chase Dr. | Garfield Ave.                                  |
| 100                 | Chevy Chase Dr. | Glendale Ave.                                  |
| 101                 | Chevy Chase Dr. | Glenoaks Blvd.                                 |
| 102                 | Chevy Chase Dr. | Harvard St.                                    |
| 103                 | Chevy Chase Dr. | Harvey Dr.                                     |
| 104                 | Chevy Chase Dr. | Hospital Dwy.                                  |
| 105                 | Chevy Chase Dr. | Maple St.                                      |
| 106                 | Chevy Chase Dr. | Ped. Crossing Btwn. Boynton St. / La Boice Dr. |

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM****EXHIBIT 10****INVENTORY OF TRAFFIC SIGNALS**

| <b>Location No.</b> | <b>Street</b>        | <b>Cross Streets / Segments</b>                |
|---------------------|----------------------|--|
| 107                 | Chevy Chase Dr.      | San Fernando Rd.                               |
| 108                 | Chevy Chase Dr.      | Sinclair Ave                                   |
| 109                 | Chevy Chase Dr.      | Verdugo Rd.                                    |
| 110                 | Chevy Chase Dr.      | Wilson Ave.                                    |
| 111                 | Chevy Chase Dr.      | Windsor Rd                                     |
| 112                 | Civic Auditorium Dr. | Verdugo Rd.                                    |
| 113                 | College Dwy.         | Mountain St.                                   |
| 114                 | Colorado St.         | Columbus Ave                                   |
| 115                 | Colorado St.         | Everett St.                                    |
| 116                 | Colorado St.         | Galleria Way                                   |
| 117                 | Colorado St.         | Glendale Ave.                                  |
| 118                 | Colorado St.         | Louise St.                                     |
| 119                 | Colorado St.         | Pacific Ave.                                   |
| 120                 | Colorado St.         | Ped Crossing Btwn. Brand Blvd. / Central Ave.  |
| 121                 | Colorado St.         | Ped Crossing Btwn. Everett St. / Glendale Ave. |
| 122                 | Colorado St.         | San Fernando Rd.                               |
| 123                 | Colorado St.         | Verdugo Rd.                                    |
| 124                 | Columbus Ave.        | Wilson Ave.                                    |
| 125                 | Concord St.          | Doran St.                                      |
| 126                 | Concord St.          | Fairmont Ave.                                  |
| 127                 | Concord St.          | Glenoaks Blvd.                                 |
| 128                 | Concord St.          | Wilson Ave.                                    |
| 129                 | Crestmont Ct.        | Verdugo Rd.                                    |
| 130                 | Doran St.            | Glendale Ave.                                  |
| 131                 | Doran St.            | Geneva Ave / Balboa Ave                        |
| 132                 | Doran St.            | Jackson St.                                    |
| 133                 | Doran St.            | Louise St.                                     |
| 134                 | Doran St.            | Maryland Ave.                                  |
| 135                 | Doran St.            | Orange St.                                     |
| 136                 | Doran St.            | Pacific Ave.                                   |
| 137                 | Doran St.            | San Fernando Rd.                               |
| 138                 | Dryden St.           | Pacific Ave.                                   |
| 139                 | Dunsmore Ave.        | Foothill Blvd.                                 |
| 140                 | Dunsmore Ave.        | Honolulu Ave.                                  |
| 141                 | El Cino Pl.          | Ocean View Blvd. / Verdugo Rd.                 |
| 142                 | Elk Ave.             | San Fernando Rd.                               |
| 143                 | Elm Ave.             | Glenoaks Blvd.                                 |
| 144                 | Ethel St.            | Glenoaks Blvd. / Rossmoyne Ave.                |
| 145                 | Fairmont Ave.        | San Fernando Rd.                               |
| 146                 | Fern Ln.             | Verdugo Rd.                                    |
| 147                 | Flower St.           | Justin Ave.                                    |
| 148                 | Flower St.           | Paula Ave.                                     |
| 149                 | Flower St.           | Sonora Ave.                                    |
| 150                 | Flower St.           | Western Ave.                                   |
| 151                 | Foothill Blvd.       | Lauderdale Ave.                                |
| 152                 | Foothill Blvd.       | Lowell Ave.                                    |
| 153                 | Foothill Blvd.       | New York Ave.                                  |
| 154                 | Gardena Ave.         | Los Feliz Rd.                                  |
| 155                 | Geneva St.           | Glenoaks Blvd.                                 |
| 156                 | Geneva St.           | Monterey Rd.                                   |
| 157                 | Glendale Ave.        | Glenoaks Blvd.                                 |
| 158                 | Glendale Ave.        | Harvard St.                                    |
| 159                 | Glendale Ave.        | Lexington Dr.                                  |

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM****EXHIBIT 10****INVENTORY OF TRAFFIC SIGNALS**

| <b>Location No.</b> | <b>Street</b>     | <b>Cross Streets / Segments</b>        |
|---------------------|-------------------|--|
| 160                 | Glendale Ave.     | Lomita Ave.                            |
| 161                 | Glendale Ave.     | Los Feliz Rd.                          |
| 162                 | Glendale Ave.     | Maple St.                              |
| 163                 | Glendale Ave.     | San Fernando Rd.                       |
| 164                 | Glendale Ave.     | Verdugo Rd.                            |
| 165                 | Glendale Ave.     | Wilson Ave.                            |
| 166                 | Glendale Ave.     | Windsor Rd.                            |
| 167                 | Glenoaks Blvd.    | Grandview Ave.                         |
| 168                 | Glenoaks Blvd.    | Graynold Ave.                          |
| 169                 | Glenoaks Blvd.    | Harvey Dr.                             |
| 170                 | Glenoaks Blvd.    | Highland Ave.                          |
| 171                 | Glenoaks Blvd.    | Irving Ave.                            |
| 172                 | Glenoaks Blvd.    | Jackson St.                            |
| 173                 | Glenoaks Blvd.    | Justin Ave.                            |
| 174                 | Glenoaks Blvd.    | Kenilworth Ave.                        |
| 175                 | Glenoaks Blvd.    | Louise St.                             |
| 176                 | Glenoaks Blvd.    | Pacific Ave.                           |
| 177                 | Glenoaks Blvd.    | Rosedale Ave.                          |
| 178                 | Glenoaks Blvd.    | Sonora Ave.                            |
| 179                 | Glenoaks Blvd.    | Verdugo Rd.                            |
| 180                 | Glenoaks Blvd.    | Western Ave.                           |
| 181                 | Glenwood Rd.      | Pacific Ave.                           |
| 182                 | Glorietta Ave.    | Verdugo Rd.                            |
| 183                 | Grandview Ave.    | Kenneth Rd.                            |
| 184                 | Harvard St.       | Louise St.                             |
| 185                 | Harvard St.       | San Fernando Rd.                       |
| 186                 | Harvard St.       | Verdugo Rd.                            |
| 187                 | Harvey Dr.        | Holly Dr.                              |
| 188                 | Harvey Dr.        | Wilson Terr.                           |
| 189                 | Highland Ave.     | San Fernando Rd.                       |
| 190                 | Honolulu Ave.     | La Crescenta Ave.                      |
| 191                 | Honolulu Ave.     | Lowell Ave.                            |
| 192                 | Honolulu Ave.     | Montrose Ave. / Verdugo Rd.            |
| 193                 | Honolulu Ave.     | New York Ave.                          |
| 194                 | Honolulu Ave.     | Ocean View Blvd.                       |
| 195                 | Honolulu Ave.     | Ped Crossing btw Glenwood Ave. (N / S) |
| 196                 | Honolulu Ave.     | Ramsdell Ave.                          |
| 197                 | Honolulu Ave.     | Whiting Woods Rd.                      |
| 198                 | Honolulu Pl.      | Montrose Ave. / Pennsylvania Ave.      |
| 199                 | Isabel St.        | Wilson Ave.                            |
| 200                 | Jackson St.       | Lexington Dr.                          |
| 201                 | Jackson St.       | Monterey Rd.                           |
| 202                 | Jackson St.       | Wilson Ave.                            |
| 203                 | Justin Ave.       | San Fernando Rd.                       |
| 204                 | Kenwood St.       | Wilson Ave.                            |
| 205                 | La Crescenta Ave. | Montrose Ave.                          |
| 206                 | La Crescenta Ave. | Roselawn Ave.                          |
| 207                 | La Crescenta Ave. | Shirley Jean St.                       |
| 208                 | La Crescenta Ave. | Verdugo Rd.                            |
| 209                 | Lake St.          | Sonora Ave.                            |
| 210                 | Lake St.          | Western Ave.                           |
| 211                 | Lexington Dr.     | Maryland Ave.                          |
| 212                 | Lexington Dr.     | Orange St.                             |

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM****EXHIBIT 10****INVENTORY OF TRAFFIC SIGNALS**

| <b>Location No.</b> | <b>Street</b>    | <b>Cross Streets / Segments</b>  |
|---------------------|------------------|----------------------------------|
| 213                 | Lexington Dr.    | Pacific Ave.                     |
| 214                 | Los Angeles St.  | San Fernando Rd.                 |
| 215                 | Los Feliz Rd.    | San Fernando Rd.                 |
| 216                 | Louise St.       | Monterey Rd.                     |
| 217                 | Louise St.       | Wilson Ave.                      |
| 218                 | Magnolia Ave.    | San Fernando Rd.                 |
| 219                 | Maple St.        | Verdugo Rd.                      |
| 220                 | Milford St.      | Orange St.                       |
| 221                 | Monterey Rd.     | Verdugo Rd.                      |
| 222                 | Montrose Ave     | Pennsylvania Ave.                |
| 223                 | Mountain Ave.    | Verdugo Rd.                      |
| 224                 | Oakwood Ave.     | Ped Crossing Verdugo Rd. (PHB)   |
| 225                 | Orange St.       | Wilson Ave.                      |
| 226                 | Pacific Ave.     | Riverdale Dr.                    |
| 227                 | Pacific Ave.     | San Fernando Rd.                 |
| 228                 | Pacific Ave.     | Stocker St.                      |
| 229                 | Pacific Ave.     | Vine St.                         |
| 230                 | Pacific Ave.     | Wilson Ave.                      |
| 231                 | Park Pl.         | Verdugo Blvd.                    |
| 232                 | Riverdale Dr.    | San Fernando Rd.                 |
| 233                 | Riverside Dr.    | Western Ave.                     |
| 234                 | Rosedale Ave.    | San Fernando Rd.                 |
| 235                 | San Fernando Rd. | Sonora Ave.                      |
| 236                 | San Fernando Rd. | Western Ave.                     |
| 237                 | Sinclair Ave.    | Wilson Ave.                      |
| 238                 | Towne St.        | Verdugo Rd.                      |
| 239                 | Valihi Way       | Verdugo Rd.                      |
| 240                 | Verdugo Loma Dr. | Verdugo Rd.                      |
| 241                 | Verdugo Rd.      | Wabasso Way                      |
| 242                 | Verdugo Rd.      | Wilson Ave.                      |
| 243                 | Victory Blvd.    | Western Ave                      |
| 244                 | Porter St        | Ped Crossing Colorado St. (PHB)* |
| 245                 | Lincoln Ave      | Ped Crossing Colorado St. (PHB)* |
| 246                 | Future Location  |                                  |

**Summary**

Traffic Signals: 236

PHB: Pedestrian Hybrid Beacon

Signalized Pedestrian Crosswalks: 9

Total Signals 245

\*Maintenance will start in December 2024 for the newly constructed PHB



**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM****EXHIBIT 10****INVENTORY OF HARD-WIRED FLASHING BEACON**

| <b>Location No.</b> | <b>Street</b>   | <b>Cross Streets/Segments</b>         | <b>Segment Type</b> | <b>Crosswalk Type</b> |
|---------------------|-----------------|---------------------------------------|---------------------|-----------------------|
| 1                   | Adams St        | Stanford Dr.                          | Intersection        | HWFB (Red)            |
| 2                   | Brand Blvd.     | Btwn. Broadway & Wilson               | Mid-block           | HWFB (Yellow)         |
| 3                   | Brand Blvd.     | Btwn. California Ave & Wilson Ave     | Mid-block           | HWFB (Yellow)         |
| 4                   | Brand Blvd.     | Btwn. California Ave & Lexington Dr   | Mid-block           | HWFB (Yellow)         |
| 5                   | Brand Blvd.     | Btwn. Doran St. & Milford St          | Mid-block           | HWFB (Yellow)         |
| 6                   | Buckingham Rd   | Chevy Chase Dr                        | Intersection        | HWFB (Yellow W11-10)  |
| 7                   | Cedar St        | Colorado St                           | Intersection        | HWFB (Yellow)         |
| 8                   | Chevy Chase Dr  | Btwn. Buckingham Rd & Sussex Ct-NB    | Mid-block           | HWFB (W11-10)         |
| 9                   | Chevy Chase Dr  | Btwn. Emerald Isle Dr & Sussex Ct.-SB | Mid-block           | HWFB (W11-10)         |
| 10                  | Colorado St     | Fischer St                            | Intersection        | HWFB (Yellow)         |
| 11                  | Colorado St     | Lafayette St                          | Intersection        | HWFB (Yellow)         |
| 12                  | Colorado St     | Porter St                             | Intersection        | HWFB (Yellow)*        |
| 13                  | Future Location |                                       |                     |                       |

**Summary Notes**

HWFB: 12

HWFB- Hard-Wired Flashing Beacon

\*Future PHB System

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM****EXHIBIT 10****INVENTORY OF SOLAR-POWERED WIRELESS FLASHING BEACON**

| <b>Location No.</b> | <b>Street</b>      | <b>Cross Streets/Segments</b>       | <b>Segment Type</b> | <b>Crosswalk Type</b>     |
|---------------------|--------------------|-------------------------------------|---------------------|---------------------------|
| 1                   | Agner Ave.         | Honolulu Ave.                       | Intersection        | SPWFB (RRFB)              |
| 2                   | Alabama St.        | New York Ave.                       | Intersection        | SPWFB (RRFB)              |
| 3                   | Brand Blvd.        | Cypress St.                         | Intersection        | SPWFB (RRFB)              |
| 4                   | Brand Blvd.        | Glenoaks Service Rd.                | Intersection        | SPWFB (Yellow)            |
| 5                   | Brand Blvd.        | Laurel St.                          | Intersection        | SPWFB (RRFB)              |
| 6                   | Brand Blvd.        | Magnolia Ave.                       | Intersection        | SPWFB (RRFB)              |
| 7                   | Brand Blvd.        | Maple St. & Windsor Rd.             | Mid-Block           | SPWFB (RRFB)              |
| 8                   | Broadway           | Cedar St.                           | Intersection        | SPWFB (RRFB & Yellow)     |
| 9                   | Central Ave.       | Fairview Ave.                       | Intersection        | SPWFB (Yellow)            |
| 10                  | Central Ave.       | Laurel Ave.                         | Intersection        | SPWFB (RRFB)              |
| 11                  | Cerritos Ave.      | Glendale Ave.                       | Intersection        | SPWFB (RRFB)              |
| 12                  | Chestnut St.       | Glendale Ave.                       | Intersection        | SPWFB (RRFB)              |
| 13                  | Chevy Chase Dr.    | Btwn. Garfield Ave. & Windsor Rd.   | Mid-Block           | SPWFB (Yellow Spd Lmt)    |
| 14                  | Colorado St.       | Kenwood St.                         | Intersection        | SPWFB (RRFB)              |
| 15                  | Colorado St.       | Lincoln Ave.                        | Intersection        | SPWFB (RRFB)**            |
| 16                  | Columbus           | Hawthorne                           | Intersection        | SPWFB (RRFB)              |
| 17                  | Cypress St.        | Glendale Ave.                       | Intersection        | SPWFB (RRFB)              |
| 18                  | Davis Ave.         | Flower St.                          | Intersection        | SPWFB (RRFB)              |
| 19                  | Dunsmore Ave.      | Btwn. Los Amigos St. & Pontiac St.  | Mid-Block           | SPWFB (RRFB)              |
| 20                  | Elk Ave.           | Glendale Ave.                       | Intersection        | SPWFB (RRFB)              |
| 21                  | Eulalia St.        | Glendale Ave.                       | Intersection        | SPWFB (RRFB)              |
| 22                  | Garfield Ave.      | Glendale Ave.                       | Intersection        | SPWFB (RRFB)              |
| 23                  | Glencoe Wy.        | Verdugo Rd.                         | Intersection        | SPWFB (RRFB)              |
| 24                  | Glendale Ave.      | Palmer Ave.                         | Intersection        | SPWFB (RRFB)              |
| 25                  | Glendale Ave.      | Raleigh St.                         | Intersection        | SPWFB (RRFB)              |
| 26                  | Glenoaks Blvd.     | Btwn. Mt. Carmel Dr. & Waltonia Dr. | Mid-Block           | SPWFB (RRFB)              |
| 27                  | Grand Central Ave. | Btwn. Grandview & Sonora Ave.-NB    | Mid-Block           | SPWFB (RRFB)              |
| 28                  | Grand Central Ave. | Btwn. Grandview & Sonora Ave.-SB    | Mid-Block           | SPWFB (RRFB)              |
| 29                  | Grand Central Ave. | Sonora Ave.                         | Intersection        | SPWFB (RRFB)              |
| 30                  | Isabel St.         | Btwn. Broadway & Wilson Ave.        | Mid-Block           | SPWFB (Yellow)            |
| 31                  | Kirkby Rd.         | Verdugo Rd.                         | Intersection        | SPWFB (W11-2)             |
| 32                  | Linda Vista Rd.    | E/O Figueroa St.                    | Mid-Block           | SPWFB (Yellow Stop Ahead) |
| 33                  | Louise St.         | Btwn. Broadway & Harvard St.        | Mid-Block           | SPWFB (RRFB)              |
| 34                  | Louise St.         | Btwn. Broadway & Wilson Ave.        | Mid-Block           | SPWFB (RRFB)              |
| 35                  | Louise St.         | Btwn. Colorado St. & Harvard St.    | Mid-Block           | SPWFB (RRFB)              |
| 36                  | Milford St.        | Pacific Ave.                        | Intersection        | SPWFB (RRFB)              |
| 37                  | Montrose Ave.      | Btwn. Ramsdell x La Crescenta Ave   | Mid-block           | SPWFB (RRFB)              |
| 38                  | Monterey Rd.       | Btwn. Galer Pl. & Naranja Dr.       | Mid-Block           | SPWFB (RRFB)              |
| 39                  | Mountain St.       | Btwn. College Dwy. & SB 2 On Ramp   | Mid-Block           | SPWFB (Yellow W7-1)       |
| 40                  | Pacific Ave        | Spencer St                          | Intersection        | SPWFB (RRFB)              |
| 41                  | Sunview Ave.       | Verdugo Rd.                         | Intersection        | SPWFB (RRFB)              |
| 42                  | Verdugo Rd.        | Btwn. Arvin Dr. & Kirkby Rd.        | Mid-Block           | SPWFB (Yellow)            |
| 43                  | Verdugo Rd.        | Btwn. Crestmont Ct. & Oak Knoll Rd. | Mid-Block           | SPWFB (Yellow)            |
| 44                  | Verdugo Rd         | Paloma Ave.                         | Intersection        | SPWFB (Yellow)            |
| 45                  | Verdugo Rd         | Vickers Dr.                         | Intersection        | SPWFB (Yellow)            |
| 46                  | Wilson Ave         | Belmont St                          | Intersection        | SPWFB (RRFB)*             |
| 47                  | Colorado St        | Jackson St.                         | Intersection        | SPWFB (RRFB)*             |
| 48                  | Future Location    |                                     |                     |                           |

**Summary Notes**

SPWFB (RRFB): 35

SPWFB (Yellow): 10

SPWFB (W11-2 Sign):1

SPWFB (RRFB &amp; Yellow) :1

Total SPWFB: 47

SPWFB- Solar-Powered Wireless Flashing Beacon

SB- Southbound

Btwn.- Between

E/O- East of

NB- Northbound

RRFB- Rectangular Rapid Flashing Beacon

\*Maintenance will start in December 2024 for the newly constructed RRFB

\*\*Future PHB System

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM****EXHIBIT 10****INVENTORY OF IN ROADWAY WARNING LIGHT SYSTEM (IRWLS)  
LOCATION**

| <b>Location No.</b> | <b>Street</b>   | <b>Cross Streets/Segments</b> | <b>Segment Type</b> | <b>Crosswalk Type</b> |
|---------------------|-----------------|-------------------------------|---------------------|-----------------------|
| 1                   | Kirkby Rd.      | Verdugo Rd.                   | Intersection        | SPWFB (W11-2)         |
| 2                   | Future Location |                               |                     |                       |

**Summary Notes**

IRWLS: 1

SPWFB- Solar-Powered Wireless Flashing Beacon  
 IRWLS – In Roadway Warning Light System

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM****EXHIBIT 10****INVENTORY OF SOLAR-POWERED WIRELESS FLASHING BEACON  
SIGN ENHANCEMENT**

| <b>Location No.</b> | <b>Street</b>     | <b>Cross Streets/Segments</b>        | <b>Segment Type</b> | <b>Crosswalk Type</b>     |
|---------------------|-------------------|--------------------------------------|---------------------|---------------------------|
| 1                   | Canada Blvd.      | Btwn. Country Club Dr. & Verdugo Rd. | Mid-Block           | SPWFB (Yellow Curve Sign) |
| 2                   | Emerald Isles Dr. | Dublin Dr.                           | Intersection        | SPWFB (Red)               |
| 3                   | Emerald Isles Dr. | Kirkam Dr.                           | Intersection        | SPWFB (Red)               |
| 4                   | Emerald Isles Dr. | Lenore Dr.                           | Intersection        | SPWFB (Red)               |
| 5                   | Fairmont Ave.     | Flower St.                           | Intersection        | SPWFB (Red)               |
| 6                   | Glenwood Rd.      | Btwn. Concord St. & Virginia Ave.    | Mid-Block           | SPWFB (Red)               |
| 7                   | Honolulu Ave.     | Orangedale Ave.                      | Intersection        | SPWFB (Red)               |
| 8                   | Bara Rd.          | Verdugo Rd.                          | Intersection        | SPWFB (Yellow & W1-3)     |
| 9                   | Brook Ln.         | Verdugo Rd.                          | Intersection        | SPWFB (Yellow & W1-3)     |
| 10                  | Verdugo Rd.       | Btwn. Fern Ln. & Glorietta Ave.      | Mid-Block           | SPWFB (Yellow & W1-3)     |
| 11                  | Oakwood Ave.      | Verdugo Rd.                          | Intersection        | SPWFB (Yellow & W1-3)     |
| 12                  | Verdugo Rd.       | Btwn. Canada Blvd. & Sparr Blvd.     | Mid-Block           | SPWFB (Yellow & W1-3)     |
| 13                  | Alpha Rd.         | Verdugo Rd.                          | Intersection        | SPWFB (Yellow & W1-3)     |
| 14                  | Linda Vista Rd.   | Btwn. Buckingham Rd. & Figueroa St.  | Mid-Block           | SPWFB (Yellow & W1-3)     |
| 15                  | Future Location   |                                      |                     |                           |

**Summary**

SPWFB: 14

**Notes**

SPWFB- Solar-Powered Wireless Flashing Beacon

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM****EXHIBIT 10****INVENTORY OF PERMANENT SPEED RADAR SIGNS**

| <b>Location No.</b> | <b>Street</b>    | <b>Cross Streets/Segments</b>           | <b>Segment Type</b> | <b>Crosswalk Type</b> |
|---------------------|------------------|---|---------------------|-----------------------|
| 1                   | Glendale Ave.    | Btwn. Cypress St. & Madison Way.        | Mid-Block           | NB HW                 |
| 2                   | Glendale Ave.    | Btwn. Cypress St. & Palmer Ave.         | Mid-Block           | SB HW                 |
| 3                   | Canada Blvd.     | Btwn. Colina Dr. & Parking Lot #34 Dwy. | Mid-Block           | NB HW                 |
| 4                   | Canada Blvd.     | Btwn. Colina Dr. & Parking Lot #34 Dwy. | Mid-Block           | SB HW                 |
| 5                   | Glenoaks Blvd    | Mt. Carmel. Dr.                         | Intersection        | EB HW                 |
| 6                   | Glenoaks Blvd    | Btwn. Mt. Carmel. Dr. & Waltonia Dr.    | Mid-Block           | WB HW                 |
| 7                   | Glenoaks Blvd    | Btwn. Edward Pl. & Sleepy Hollow Dr.    | Mid-Block           | EB HW                 |
| 8                   | Glenoaks Blvd    | Btwn. Edward Pl. & Sleepy Hollow Dr.    | Mid-Block           | WB HW                 |
| 9                   | Adams St.        | Btwn. Cornell Dr. & Yale Dr.            | Mid-Block           | NB SP                 |
| 10                  | Adams St.        | Btwn. Cornell Dr. & Yale Dr.            | Mid-Block           | SB SP                 |
| 11                  | Chevy Chase Dr.  | Acorn Pl.                               | Intersection        | EB SP                 |
| 12                  | Chevy Chase Dr.  | Acorn Pl.                               | Intersection        | WB SP                 |
| 13                  | Highland Ave Btw | Olmsted Dr & Glenwood Rd                | Mid-Block           | NB SP                 |
| 14                  | Highland Ave Btw | Olmsted Dr & Glenwood Rd                | Mid-Block           | SB SP                 |
| 15                  | Pacific Ave      | Salem St                                | Intersection        | NB SP                 |
| 16                  | Pacific Ave      | Salem St                                | Intersection        | SB SP                 |
| 17                  | Verdugo Rd       | Hillside Dr                             | Intersection        | NB SP                 |
| 18                  | Verdugo Rd       | Btw Fern Ln & El Rito Ave               | Mid-Block           | NB SP                 |
| 19                  | Verdugo Rd       | Del Valle Ave                           | Intersection        | SB SP                 |
| 20                  | Verdugo Rd       | Btw Alpha Rd & Los Encinos Ave          | Mid-Block           | SB SP                 |
| 21                  | Verdugo Rd       | Btw Alpha Rd & Los Encinos Ave          | Mid-Block           | NB SP                 |
| 22                  | Verdugo Rd       | Btw Menlo Dr & Sparr Blvd               | Mid-Block           | SB SP                 |
| 23                  | Future Location  |   |                     |                       |

**Summary**

HW Hard-Wired: 12  
 SP Solar Powered:  
 SP- Solar Powered

**Notes**

Btwn. - Between  
 HW - Hard-Wired  
 (TrafficLogix w/mobile)

## Exhibit B: Fee Schedule/Hourly Rate

### I. Base Fee Schedule for Routine Preventive Maintenance

Please provide a monthly base fee for routine preventive maintenance as described in the Scope of Service. The monthly base fee shall consider the cost of labor, parts and material, equipment, tools, vehicles, overhead, and all other expenses needed to perform the routine preventive Maintenance Program, provide a monthly base fee for this service.

Monthly **base fee** for each signalized intersection \$ 88.50

Monthly **base fee** for each hard-wired flashing beacon location \$ 4 3 . 00

Monthly **base fee** for each solar-powered wireless flashing beacon location \$ 4 4 . 00

Monthly **base fee** for each in-roadway warning light system location \$ 6 3 . 00

Monthly **base fee** for solar-powered wireless flashing beacon sign enhancement \$ 16.00

Monthly **base fee** for permanent speed radar signs \$ 4 4 . 00

### II. Fee Schedule for Extraordinary Maintenance

Provide fee schedule for labor, services, and equipment. With the exception of pole or cabinet knockdowns and other emergency situation, extraordinary maintenance requires prior written approval from the City before any work is scheduled. The Contractor shall prepare estimates showing the cost breakdown of material and labor for the services and submit this information to the City. The City reserves the right to obtain price quotes from more than one contractor to conduct extraordinary maintenance services.

#### A. Labor Fee Schedule:

| Classification/Duties  | Hourly Straight Time | Hourly Overtime | Hourly Premium |
|------------------------|----------------------|-----------------|----------------|
| Traffic Signal Foreman | \$153.00             | \$194.00        | \$235.00       |

Duties: Lead technician/electrician. Responsible for  
overseeing project assigned field personnel.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

| Classification/Duties              | Hourly Straight Time | Hourly Overtime | Hourly Premium |
|------------------------------------|----------------------|-----------------|----------------|
| Transportation Systems Electrician | \$144.00             | \$180.00        | \$217.00       |

Duties: Responsible for responding to all call-outs and making required repairs to the traffic signal system and all fiber optic communications.

\_\_\_\_\_

\_\_\_\_\_

| Classification/Duties             | Hourly Straight Time | Hourly Overtime | Hourly Premium |
|-----------------------------------|----------------------|-----------------|----------------|
| Transportation Systems Technician | \$126.00             | \$153.00        | \$180.00       |

Duties: Preventative Maintenance.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

| Classification/Duties     | Hourly Straight Time | Hourly Overtime | Hourly Premium |
|---------------------------|----------------------|-----------------|----------------|
| Traffic Signal Groundsman | \$109.00             | \$158.00        | \$158.00       |

Duties: Digging, Trenching, e tc. under Supervision of Foreman.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

| Classification/Duties | Hourly Straight Time | Hourly Overtime |
|-----------------------|----------------------|-----------------|
| Duties: _____         |                      |                 |

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

| Classification/Duties | Hourly Straight Time | Hourly Overtime |
|-----------------------|----------------------|-----------------|
|                       |                      |                 |

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Regular, Overtime, and Premium time explanation:**

- Regular Hours are Monday through Friday (excluding holidays) from 6:00am to 6:00pm.



- **Overtime Hours are Monday through Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.**
- **Premium Hours are Monday through Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day**

**Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.**

**B. Service fee schedule:**

- 1. Cabinet and controller laboratory testing & certification      \$ 1,055.00 per Item
- 2. USA marking      \$ 225.00 per Loc.
- 3. Furnish and Install 6'-diameter inductive loop detector:

| <u>Quantity</u> | <u>Price Each</u> |
|-----------------|-------------------|
| 1 to 4          | \$ <u>785.00</u>  |
| 5 to 12         | \$ <u>610.00</u>  |
| 13 to 20        | \$ <u>610.00</u>  |
| 20 or more      | \$ <u>610.00</u>  |

- 4. Furnish and Install 12" LED green ball:

| <u>Quantity</u> | <u>Price Each</u> |
|-----------------|-------------------|
| 1 to 10         | \$ <u>105.00</u>  |
| 10 to 25        | \$ <u>100.00</u>  |
| 25 to 45        | \$ <u>95.00</u>   |
| 45 to 70        | \$ <u>90.00</u>   |
| 70 to 100       | \$ <u>86.00</u>   |
| 100 or more     | \$ <u>86.00</u>   |

- 5. Furnish and Install 12" LED red ball:

| <u>Quantity</u> | <u>Price Each</u> |
|-----------------|-------------------|
| 1 to 10         | \$ <u>105.00</u>  |
| 10 to 25        | \$ <u>100.00</u>  |
| 25 to 45        | \$ <u>95.00</u>   |
| 45 to 70        | \$ <u>90.00</u>   |
| 70 to 100       | \$ <u>86.00</u>   |
| 100 or more     | \$ <u>86.00</u>   |

**City of Glendale      TRAFFIC-RELATED ELECTRICAL DEVICES MAINTENANCE PROGRAM**

6. Furnish and Install 12" LED yellow ball:

| <u>Quantity</u> | <u>Price Each</u> |
|-----------------|-------------------|
| 1 to 10         | \$ <u>105.00</u>  |
| 10 to 25        | \$ <u>100.00</u>  |
| 25 to 45        | \$ <u>95.00</u>   |
| 45 to 70        | \$ <u>90.00</u>   |
| 70 to 100       | \$ <u>86.00</u>   |
| 100 or more     | \$ <u>86.00</u>   |

7. Install Traffic Signal Pole Foundation per latest Caltrans Standard Plans:

| <u>Type</u>         | <u>Price Each</u>     |
|---------------------|-----------------------|
| 1A                  | \$ <u>2,400.00</u>    |
| 15TS                | \$ <u>3,100.00</u>    |
| 21TS                | \$ <u>9,650.00</u>    |
| (16/17/18/19)-3-100 | \$ <u>9 , 6 50.00</u> |
| (24/26)-4-100       | \$ <u>10,100.00</u>   |
| 28/29-5-100         | \$ <u>10,625.00</u>   |

8. LED pedestrian signal module:      \$ 210.00 per module

9. Pedestrian Push Button (PPB):      \$ 102.00 per button

10. Accessible Pedestrian Signals (APS)      \$ 1,240.00 per button

11. Traffic signal backplate:      \$ 275.00 per backplate

12. Fiber optic cable installation:      \$ 2.05 per foot

### C. Equipment Fee Schedule:

|  |                 |          |
|--|-----------------|----------|
| 1. Personnel Vehicle                         | \$ <u>10.00</u> | per hour |
| 2. Pickup Truck                              | \$ <u>28.00</u> | per hour |
| 3. Bucket Truck, specify height: <u>35'</u>  | \$ <u>32.00</u> | per hour |
| 4. Bucket Truck, specify height: <u>40'</u>  | \$ <u>32.00</u> | per hour |
| 5. Bucket Truck, specify height: <u>45'</u>  | \$ <u>32.00</u> | per hour |
| 6. Bucket Truck, specify height: <u>60'+</u> | \$ <u>65.00</u> | per hour |
| 7. Other: <u>Crane Truck</u>                 | \$ <u>65.00</u> | per hour |
| 8. <u>Service Truck</u>                      | \$ <u>32.00</u> | per hour |
| 9. <u>Dump Truck</u>                         | \$ <u>32.00</u> | per hour |
| 10. <u>Compressor with tools</u>             | \$ <u>5.00</u>  | per hour |
| 11. <u>Arrowboard</u>                        | \$ <u>5.00</u>  | per hour |

Any equipment not listed will be charged per current Caltrans equipment rates. The City will pay a maximum travel time of one hour in each direction for emergency extraordinary maintenance during non-working hours, weekends, and holidays.

### III. IV. Material Cost Mark-up

Provide proposed mark-up percentage of invoiced price for cost of material. Proposed mark-up = 15 %

### IV. V. Annual Fee Adjustment

At the end of the of each one-year period, the City will allow the fee for routine preventive and extraordinary maintenance services to be adjusted. The annual percentage adjustment fee shall be subject to change in accordance with the Consumer Price Index, Los Angeles County, as published by the U.S. Department of Labor.

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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Wendell Johnson, Director of Public Works  
Rodrigo Mora, Public Works Operations Manager

**Date:** November 18, 2024

**Subject:** Consideration to Approve a Professional Services Contract with West Coast Arborists, Inc. for City-Wide Tree Maintenance Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement with West Coast Arborists, Inc. (WCA) (Attachment "A" – Contract No. 2320) for city-wide tree maintenance services in an amount not-to-exceed the annual fiscal year budget appropriation, for a term of three (3) years with two (2) optional one-year extension; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute the agreement.

### BACKGROUND:

1. On May 21, 2007, the City Council approved a four-year contract with WCA (Contract No. 1568) to provide city-wide tree maintenance services pursuant to a formal Request for Proposals (RFP) process.
2. On May 20, 2011, the City Council approved a contract amendment to extend the term with WCA for tree maintenance services for an additional four (4) years (Contract No. 1568(a)).
3. On May 22, 2015, the City Council approved a second contract amendment to extend the term with WCA for tree maintenance services for an additional four (4) years through May 22, 2019.
4. On June 29, 2016, the City Council approved Contract No. 1568(b) allowing a 10 percent annual price increase over the final three (3) years of the contract term.

## **Consideration to Approve a Professional Services Contract with West Coast Arborists, Inc. for City-Wide Tree Maintenance Services**

Page 2 of 3

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5. On August 19, 2019, the City Council approved a three-year contract with WCA for tree maintenance services, including the option for two additional one-year extensions (Attachment “B” – Contract No. 1927), through the piggyback process.

### **ANALYSIS:**

An annual tree trimming and maintenance program maintains the health, safety, and aesthetics of the urban tree canopy. Regular trimming helps prevent hazardous conditions, such as fallen branches that can damage property or interfere with power lines, and promotes the long-term health of trees by removing dead or diseased limbs. Additionally, a well-maintained tree canopy enhances the beauty of public spaces, provides shade, improves air quality, and contributes to a community's overall quality of life. This proactive approach ensures that trees remain an asset rather than a potential risk to the city and its residents.

Current data gathered through the City’s Urban Forest Management Plan indicates that the City has a tree population of 6,916 trees made up of 139 different species with an estimated value of \$17,486,700. The City has contracted with WCA since 2007 to maintain its vast inventory of trees. This maintenance includes tree trimming, tree removals, tree planting, emergency response, inspections, and consulting arborist services. In addition to the variety of services that WCA offers, one (1) key element to its services is a detailed tree inventory, with all corresponding maintenance records, that is provided in a Geographic Information System (GIS) based software system. This key element helps provide maintenance information for each tree to assist with service requests and insurance claims, among other uses.

The City’s contract with WCA is based upon unit prices for the provided services such as grid trim, specialty trim, tree removal, tree planting, and all other services. The primary unit of measure utilized in analyzing a tree maintenance contract is the unit price for “grid trim” as the schedule calls for the trimming of more than 1,700 trees annually. A “grid trim” is considered the standard trimming of a tree that is done as a part of a large scale trim over a specified geographic area, or grid, with no adjustment made for the various sizes of the trees. During the final year of the contract and currently, as WCA provides services on a month-to-month basis, the unit price for grid trim is \$79 per tree. The City’s trees are organized into seven (7) grids and currently trimmed on a five-to-seven-year cycle, meaning most city-owned trees will be trimmed no less often than every five (5) to seven (7) years.

#### *Procurement Process.*

Through the piggyback process, staff is proposing the City enter into a new contract with WCA based upon the unit prices included in the City of Temple City contract for tree trimming services, approved on January 16, 2024. The California Public Contract Code and the City’s Purchasing Policy allows for “piggybacking” which is the process of approving a contract based upon the terms of a contract that has been competitively bid by another public agency.

## **Consideration to Approve a Professional Services Contract with West Coast Arborists, Inc. for City-Wide Tree Maintenance Services**

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The City of Temple City followed a formal bid solicitation process sending a Request for Proposal (RFP) (Exhibit "B" to Attachment "A") to several tree maintenance providers on November 22, 2023. On December 22, 2023, Temple City received four (4) proposals in response to the RFP; WCS, Community Tree Service, LLC, North Star Land Care, Mariposa Tree Management, Inc. and Maricopa Landscapes, Inc. On January 16, 2024, Temple City Council approved a two-year contract (Exhibit "A" to Attachment "A") with WCA for tree trimming services. WCA has agreed to allow the City to "piggyback" on its bid to the City of Temple City by offering the same rates (Exhibit "C" to Attachment "A") to San Fernando.

The primary unit of measure utilized in analyzing a tree maintenance contract is the unit price for "grid trim." The City currently pays a grid trim unit price of \$79 per tree. Under the new price schedule (Attachment "C"), the cost will be \$86 per tree, which represents a seven (7) dollar, or approximately 9%, increase per tree. The term of the proposed agreement is two (2) years with three (3) one-year options, in an amount not-to-exceed the annual fiscal year budget appropriation.

### *West Coast Arborists.*

WCA is a 52-year old firm that specializes in providing professional tree maintenance and management services for public agencies. Currently, WCA provides services to over 270 municipalities and public agencies throughout Californian and Arizona. Since beginning work in the community, WCA has routinely demonstrated the requisite job knowledge, experience, and qualifications to perform tree maintenance services.

### **BUDGET IMPACT:**

Funds are budgeted in the Public Works Department operating budget for tree maintenance. The FY 2024-2025 Adopted Budget includes \$105,000 appropriated in the State Gas Tax Fund (011-311-0000-4260) for tree maintenance and repair services, which coincides with the dollar amount for the first year of new contract with WCA. Under the contracted price of \$86 per tree, the City is able to trim approximately 1,220 of the total 6,916 trees each year (5 year cycle).

### **CONCLUSION:**

It is recommended that the City Council approve a contract with WCA for city-wide tree maintenance services and authorize the City Manager to execute the contract.

### **ATTACHMENTS:**

- A. Contract No. 2320, including:
  - Exhibit "A" - City of Temple City Contract
  - Exhibit "B" - City of Temple City RFP
  - Exhibit "C" – West Coast Arborist Consent Letter
- B. Contract 1927
- C. Proposed Price Schedule



2024

CONTRACT SERVICES AGREEMENT

(Contractor: West Coast Arborists, Inc.)

(Nature of Engagement: Tree Maintenance Services)

(Piggyback Procurement through the City of Temple City)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into as of this 18<sup>th</sup> day of November, 2024, by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and WEST COAST ARBORISTS, INC. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires ongoing tree maintenance services performed by a professional tree maintenance services; and

WHEREAS, CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, Section 2-802 (Cooperative, piggyback and multiple awarded bid purchasing with other agencies) authorizes the CITY to award contracts without first issuing a request for proposals if the purchasing agent determines it to be in the best interest of the CITY to piggyback onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency and where the services to be provided will be on the same or better pricing; and

WHEREAS, on November 22, 2023, the City of Temple City ("Temple City") issued a Request for Proposals for Tree Maintenance Services (the "Temple City RFP"); and

WHEREAS, Temple City, through the Temple City RFP, awarded and executed that certain tree maintenance services contract entitled "Agreement for Tree Maintenance Services between the City of Temple City and West Coast Arborist, Inc." dated January 16, 2024 (the "Master Agreement"); and

WHEREAS, on September 5, 2024, Contractor issued that certain correspondence entitled "'Piggyback' Authorization" in which Contractor authorizes the extension of all terms, conditions and pricing from the Master Agreement (the "Consent Letter"); and

**CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 2320

**Tree Maintenance Services**

Page 2 of 18

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council in accordance with Section 2-802 of the San Fernando Municipal Code at its Regular Meeting of November 18, 2024, under Agenda Item No. \_\_\_\_\_.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

**SECTION 1. SCOPE OF SERVICES.**

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide and perform the various services and tasks described in the following documents:
1. The Master Agreement (A true and correct copy of the Master Agreement is attached and incorporated hereto as **Exhibit "A"**); and
  2. Section II (Scope of Work) of the Temple City RFP commencing at page 12 (A true and correct copy of the Temple City RFP is attached and incorporated hereto as **Exhibit "B"**); and
  3. The Consent Letter a true and correct copy of which is attached and incorporated hereto as **Exhibit "C"**; and
- B. For purposes of this Agreement, the capitalized term "Scope of Services" shall be a collective reference to the various services and tasks referenced in the Master Agreement, Section II of the Temple City RFP and the Consent Letter. For purpose of this Agreement the capitalized term "Services" shall be a collective reference to all of the various services and tasks to be provided and/or performed by CONTRACTOR as described in the documents that comprise the Scope of Services. Consistent with CONTRACTOR's representations in the Consent Letter and subject to the provisions of this Agreement document, CONTRACTOR agrees to provide and perform the Services to CITY at unit pricing that is equal to or better than the unit pricing extended to Temple City under the Master Agreement. For purpose of this Agreement, all reference to "City" in the Master Agreement shall mean the City of San Fernando.
- C. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services. CONTRACTOR shall perform the Services accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- D. Except as otherwise provided in this Agreement document and subject to the provisions of this paragraph (D), below, the provisions of the Master Agreement are incorporated into this Agreement by this reference. The provisions of paragraphs (A) through (C), above, notwithstanding:

**CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 2320

**Tree Maintenance Services**

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1. The resolution, reconciliation or harmonization of conflicts or inconsistencies as between the various exhibits to this Agreement or as between the various exhibits to this Agreement and the text of the Agreement document to which the exhibits are attached shall not be resolved, reconciled or harmonized in a manner that conflicts with the requirements of San Fernando Municipal Code Section 2-802 that any Services be provided at the same or better unit pricing as set forth in Exhibit "C" of the Master Agreement.
  2. Except as otherwise provided under paragraph (D)(1) of this Section, above, whenever the provisions of an exhibit to this Agreement conflict with, or are inconsistent with, the provisions of another exhibit to this Agreement or the provisions of this Agreement document to which the exhibits are attached: (i) any provision imposing a higher duty or standard of care or performance by CONTRACTOR shall govern and control; (ii) any provision granting the CITY greater discretion, authority or protection shall govern and control; and (iii) to the extent this Agreement requires compliance with prevailing wage and other labor laws of the State of California as well as federal prevailing wage and other labor laws, the more stringent provisions of such laws shall govern and control to the extent of any conflict or inconsistency as between the two.
  3. Except as otherwise provided under subparagraphs (D)(1) and (D)(2) of this Section, above, in the event of any conflict or inconsistency between the provisions of this Agreement document and the provisions of any exhibits attached to this Agreement document, the provisions of this Agreement document shall govern and control but only to the extent of the conflict or inconsistency and no further.
- E. CONTRACTOR warrants and represents that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Services to be provided under this Agreement and the location(s) where such Services are to be performed; and (ii) has carefully considered how the Services should be performed. CONTRACTOR acknowledges and agrees that it has inspected, or has had the opportunity to inspect, any location where the Services are to be performed and has or will acquaint itself with the conditions and characteristics of the same before commencing any of the Services. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Services, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative.
- F. In the event CONTRACTOR ceases to perform the Services agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to the expiration of the Term, defined below, or any extension term, CONTRACTOR shall deliver to CITY immediately and without delay, all reports and other records and data which CONTRACTOR was required to provide or make available to CITY under this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

**CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 2320

**Tree Maintenance Services**

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**SECTION 2. TERM AND PERFORMANCE OF SERVICES.**

- A. This Agreement shall have a term of three (3) years (the “Term”) commencing as of the date the Agreement is signed by all of the Parties (the “Effective Date”). The City Manager may administratively approve a maximum of two (2), one-year extension terms subject to the same term and conditions set forth herein.
- B. CONTRACTOR shall perform the Services contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONTRACTOR to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services are in fact performed and completed by CONTRACTOR and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a “Work Order”). Each Work Order shall include the following information:
1. A detailed description of the specific services or tasks requested;
  2. The location of where the particular services or tasks are to be performed, if applicable;
  3. A not-to-exceed budget for performing the services or tasks;
  4. A timeline for completing the requested services or tasks;
  5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
  6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- C. CONTRACTOR shall not perform any Services without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- D. Time is of the essence in the performance of Services under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall begin and complete performance of the Services to completion in a timely and a diligently manner as possible.

**SECTION 3. COMPENSATION.**

- A. CONTRACTOR shall perform all the Services in accordance with schedule of charges attached to the Master Agreement as Exhibit “C”) (hereinafter, the “Approved Compensation Schedule”).

**CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 2320

**Tree Maintenance Services**

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- B. The Approved Compensation Schedule, CONTRACTOR's total compensation for all Services performed under this Agreement during any single contract year shall not exceed the aggregate sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000)** (hereinafter, the "Annual Not-to-Exceed Sum"). For purposes of this Agreement the term "contract year" shall mean a one-year period of time commencing on the Effective Date and each anniversary of the Effective Date thereafter. CONTRACTOR further agrees that the Annual Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services.
- C. Following the completion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed in the recently concluded calendar month. The invoice shall identify all services and tasks performed during the recently concluded calendar month and the corresponding subtotal for the same as well as all equipment costs and other charges. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- D. The Parties acknowledge and agree that (i) on August 19, 2019, the Parties executed that certain agreement entitled "Professional Services Agreement – West Coast Arborists, Inc. – City-wide Tree Maintenance Services", Contract No. 1927 (the "Prior Agreement"); (ii) the Prior Agreement had a term of three (3) years commencing as of September 1, 2019 with the ability of CITY to extend the Prior Agreement for a maximum of two (2), one-year extension term; (iii) CITY did in fact avail itself of the two (2), one year extension terms; (iv) the Prior Agreement expired on September 19, 2024 following the conclusion of the second, one-year extension term; (v) CONTRACTOR continued to perform under the Prior Agreement following its September 19, 2024 expiration date; and (vi) CONTRACTOR invoiced CITY for services rendered following September 19, 2024 but preceding the Effective Date of this Agreement (the "Carryover Invoice(s)"). By approval of this Agreement and the execution of the same by the Parties, the City Council of the City of San Fernando ("City Council") authorizes the City Manager or designee to pay the Carryover Invoice(s) subject to unit pricing of the Prior Agreement up to a sum not to exceed Six Thousand Dollars (\$6,000). The Parties acknowledge that this Agreement is intended to succeed and replace the Prior Agreement notwithstanding CONTRACTOR's continued performance under the Prior Agreement following September 19, 2024. The Parties agree that upon the Effective Date of this Agreement, the Prior Agreement shall be of no further force and effect and shall not govern CONTRACTOR's performance of any Service on or after the Effective Date.



**SECTION 4. STANDARD OF CARE.**

- A. In addition to, and not lieu of, the provisions of Section 3.2 (Standard of Care and Licenses), CONTRACTOR agrees as follows:
1. CONTRACTOR agrees that all Services shall be performed in a skillful and competent, manner, consistent with the standards generally recognized as being employed by contractors and professionals in the same field and discipline in the State of California; and
  2. CONTRACTOR represents all personnel assigned to perform the Services for CITY under this Agreement shall possess the skill, training and experience necessary to competently perform the Services and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Services; and
  3. CONTRACTOR shall perform and complete all of the Services in a manner that is reasonably satisfactory to CITY; and
  4. CONTRACTOR shall comply with all applicable federal, State and local laws and regulations, including all applicable Cal/OSHA regulations in the performance of this Agreement; and
  5. CONTRACTOR understands the nature and scope of the Services to be performed under this Agreement as well as any and all applicable schedules of performance; and
  6. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools and materials necessary, in the reasonable opinion of CITY, to perform Services in compliance with the standard of care set forth in this Section and to timely complete the Services within the time period specified within each Work Order; and
  7. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the City Representative's sole and absolute discretion.
- B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.

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- C. The skills, training, knowledge, experience and resources of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the personnel who will perform the Services provided. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement with the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and any such unauthorized transfer or assignment shall constitute a material breach of this Agreement.

**SECTION 5. REPRESENTATIVES.**

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.
- B. Contractor Representative. For the purposes of this Agreement, Vice President Victor Gonzalez is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

**SECTION 6. CONTRACTOR'S PERSONNEL.**

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Services and all other related tasks contemplated under this Agreement.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services.
- C. CONTRACTOR shall be solely responsive for the payment of any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Services.
- D. CONTRACTOR shall be solely responsible for the satisfactory performance of all personnel working on CONTRACTOR's behalf in the performance of this Agreement.

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**Tree Maintenance Services**

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- E. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's employees or subcontractors assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such employees or subcontractors immediately upon receiving notice from CITY.
- F. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

**SECTION 7. PREVAILING WAGE AND GENERAL LABOR COMPLIANCE AND REPORTING**

- A. CONTRACTOR and any subcontractor performing or contracting any portion of the Services shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but not necessarily limited to the following:
1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
  2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.
- B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

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- C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
- D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.
- F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.
- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in

the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Services of this Contract. No Work Order shall be issued to CONTRACTOR, and CONTRACTOR shall not perform any Services, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Services under this Agreement. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the CITY as true the following statement: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."* Subcontractors may not perform any Services under this Agreement until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to CITY for its review and records.

- H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

#### **SECTION 8. [RESERVED – NO TEXT]**

#### **SECTION 9. CONFLICTS OF INTEREST.**

- A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- B. CONTRACTOR shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code Sections 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer or employee of CONTRACTOR is or has been an official, officer, employee, agent or

appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent or appointee of CONTRACTOR was an official, officer, employee, agent or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090.

- C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty.

#### **SECTION 10. INDEPENDENT CONTRACTOR.**

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the duration of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Services. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the Services under this Agreement. CONTRACTOR is

**CONTRACT SERVICES AGREEMENT**

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permitted to provide similar work and services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**SECTION 11. [RESERVED – NO TEXT].****SECTION 12. NON-DISCRIMINATION.**

- A. CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any that is the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.
- B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to perform any of the Services under this Agreement.

**SECTION. 13. INDEMNIFICATION.**

- A. Subject to paragraphs (B) through (D) of this Section, below, the duty of CONTRACTOR to indemnify, defend and hold harmless as set forth under Section 4 (Indemnification) shall be extended to CITY and CITY's elected and appointed officials, officers, employees and agents (collectively, the "City Indemnitees") on the same terms and conditions as the duty is extended to Temple City and its officers, employees and agents.
- B. CITY shall have the right to offset against the amount of any compensation due to CONTRACTOR under this Agreement, any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to either pay CITY promptly for any costs associated with CONTRACTOR's obligations to indemnify the City Indemnitees under this Article or related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- C. CITY does not and shall not waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. Any obligations of CONTRACTOR, to indemnify, defend and hold harmless the City Indemnitees shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- D. Any duty to indemnify, defend and hold harmless the City Indemnitees as set forth in this Agreement shall survive the early termination or normal expiration of this Agreement.

**SECTION 14. INSURANCE.**

- A. Subject to the provisions of paragraph (B) of this Section, CONTRACTOR shall procure and at all times maintain those policies of insurance identified under Exhibit "F" of the Master Agreement on the same terms, conditions, restrictions and requirements set forth under the same.
- B. Paragraph A of this Section notwithstanding, CONTRACTOR shall also comply with the following additional requirements:
  - 1. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
  - 2. Prior to performing any Services under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.



3. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
4. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
5. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
6. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
7. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.

**SECTION 15. [RESERVED – NO TEXT]****SECTION 16. TERMINATION.**

- A. The provision of this Section shall govern and control over the provisions of Section 9 (Termination) of the Master Agreement which is hereby repealed and of no force or effect.
- B. Termination Without Cause. CITY may immediately terminate this Agreement at any time for convenience and without cause by giving no less than thirty (30) days prior written notice to CONTRACTOR of CITY's intent to so terminate this Agreement. Upon such termination for convenience, CONTRACTOR will be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under paragraph (C) of this Section, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all records and documentation owned by or prepared for CITY pursuant Section 5 (Records and

Documents) of the Master Agreement. No actual or asserted breach of this Agreement on the part of CITY pursuant to paragraph (C), below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

- C. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall also include, but shall not be limited to the following: (i) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; or (ii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect. If CONTRACTOR fails to cure any Event of Default within the applicable cure period below or any extended cure period authorized by the CITY in writing, CITY, in its discretion, may impose liquidated damages upon CONTRACTOR as provided under Section 10.3 (Liquidated Damages) of the Master Agreement.

1. CONTRACTOR shall cure the following Events of Default within the following time periods:
  - i. Within five (5) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 5-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 5-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 5-day cure period; or
  - ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional

time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period.
3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Impose liquidated damages as provided under Section 10.3 (Liquidated Damages) of the Master Agreement; and
- iii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
- iv. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
- v. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.
7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

#### **SECTION 17. [RESERVED – NO TEXT]**

**SECTION 18. NOTICES.** This Section shall govern and control over Section 10.12 (Delivery of Notices) of the Master Agreement which is hereby repealed and of no force or effect. All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective Parties at the addresses listed in this Section, below, or at such other address as the respective Parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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**Tree Maintenance Services**

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**If to CITY:**

City of San Fernando  
Attn: Public Works Director  
117 Macneil Street  
San Fernando, CA 91340  
Phone: (818) 898-1222

**If to CONTRACTOR:**

West Coast Arborists Inc.  
Attn: Patrick Mahoney, President  
2200 East Via Burton Street  
Anaheim, CA 92806  
Phone: (714) 991-1900

**SECTION 19. PROHIBITION.** CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

**SECTION 21. ENTIRE AGREEMENT.** Notwithstanding anything in the documents comprising the Scope of Services to the contrary, this Agreement together with those documents comprising the Scope of Services constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written or entered into between the CONTRACTOR and CITY prior to the execution of this Agreement. No statements or representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF SAN FERNANDO****WEST COAST ARBORISTS, INC.**

By: \_\_\_\_\_  
Nick Kimball, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Padilla, City Attorney

Date: \_\_\_\_\_

**Agreement FOR**  
**TREE MAINTENANCE SERVICES**  
**Between**

**THE CITY OF TEMPLE CITY**

**And**

**WEST COAST ARBORISTS, INC.**

**Dated:**

**January 16, 2024**

## **Agreement FOR TREE MAINTENANCE SERVICES**

This Agreement for tree maintenance services ("**Agreement**") is entered into as of the date referenced on the cover page ("**Effective Date**") between the City of Temple City, a charter city and municipal corporation ("**City**"), and West Coast Arborists, Inc., a ("**Contractor**") (collectively the "**Parties**"). In consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

### **SECTION 1. SCOPE OF SERVICES**

1.1 **Term.** Subject to the provisions of Section 9 [Termination] of this Agreement, the term of this Agreement is for two (2) years and five (5) months commencing on February 1, 2024 ("**Term**"). The Agreement may be renewed for up to an additional three (3) years upon mutual consent of the Parties.

1.2 **Contractor Services.** Subject to the terms and conditions of this Agreement, Contractor agrees to perform for City those tree maintenance services specified in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A" [Scope of Services] ("**Services**"). Contractor agrees to furnish, for the compensation provided for herein, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform and complete the Services. The Services shall be subject to inspection and approval by City. Contractor agrees to work closely with City staff in the performance of the Services and shall be available to City's staff and consultants at all reasonable times.

1.3 **Extra Work.** Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement, which are in addition to or outside of the Services ("**Extra Work**"), except as expressly provided for herein. It shall be Contractor's responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor's commencement of the Extra Work in accordance with Section 10.10 [Amendments] and Section 10.19 [Administration and Implementation]. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor.

1.4 **Schedule of Performance.** Contractor agrees to diligently perform and complete the Services in accordance with the schedule of performance attached hereto and incorporated herein by reference as Exhibit "B" [Schedule of Performance] ("**Schedule of Performance**"). Modifications to the Schedule of Performance must be agreed upon in writing in advance by the City Manager pursuant to Section 9.19 [Administration and Implementation] and Contractor.

1.5 **General Warranty.** Contractor warrants all Services under this Agreement (which for purposes of this Section shall be deemed to include unauthorized

Extra Work which has not been removed and any non-conforming materials incorporated into the Services) to be of good quality and free from any defective or faulty material and workmanship. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City.

**1.6 Repair of Defects.** Contractor agrees that for a period of one (1) year from and after final acceptance of the Services, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later, Contractor shall within ten (10) days after being notified in writing by City of any defect in the Services or non-conformance of the Services, commence and prosecute with due diligence all work and services necessary to fulfill the terms of the warranty at its sole cost and expense. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work, facilities, fixtures, or materials damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Services. Contractor shall perform such tests as City may require to verify that any corrective actions are adequate to remedy the defective condition. In the event that Contractor fails to perform its obligations under this Section to the reasonable satisfaction of City, then City shall have the right to correct and replace any defective, non-conforming, or damaged Services at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

**1.7 Contractor's Representative.** Contractor hereby designates the representative named in Exhibit "D" [Representatives], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

## **SECTION 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Compensation.** City shall pay to Contractor for non-disputed Services rendered, the compensation set forth in Exhibit "C" [Compensation] attached hereto and incorporated herein by reference. Total compensation to Contractor for the Services shall not exceed the total price or "not to exceed" amount set forth in Exhibit "C," without the prior written approval of City in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation].



**2.2 Payment of Compensation.** Contractor shall submit periodic (monthly or quarterly as specified in Exhibit "C") invoices together with an itemized statement of Services provided. The statement shall describe the Services provided together with such other reasonable detail and supporting documentation as may be required by the City Manager, or his/her designee. City will review the statement and pay, with the exception of any charges for work performed or expenses incurred by Contractor which are disputed by City, within 30 days of receiving such statement, all approved charges thereon. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defect in work performed by Contractor.

### **SECTION 3. RESPONSIBILITIES OF CONTRACTOR**

**3.1 Control and Payment of Subordinates; Independent Contractor.** Contractor agrees that all Services shall be performed by Contractor or under its supervision. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under the Contractor's exclusive direction and control. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, healthcare or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

**3.2 Standard of Care and Licenses.** Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained in good standing throughout the term of this Agreement.

**3.3 Required Corrections.** Contractor shall perform, at its own expense and without reimbursement from the City, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care provided for herein.

**3.4 Law and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services.

**3.5 Safety.** Contractor shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property and shall otherwise exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

**3.6 Labor Code and Prevailing Wage Requirements.**

**3.6.1 Apprenticeable Crafts.** To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

**3.6.2 Hours of Work.** Contractor shall comply with the legal days work and overtime requirements of Section 1813 of the Labor Code.

**3.6.3 Payroll Records.** In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

**3.6.4 Prevailing Wage Laws.** Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement and Contractor shall provide City with proof that it and all of its subcontractors (if any) are registered with the Department of Industrial Relations as required by Labor Code Section 1725.5. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed.

**3.7 Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

**3.8 Unauthorized Aliens.** Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. §§

1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

#### **SECTION 4. INDEMNIFICATION**

**4.1 Indemnity.** Except as to the sole negligence, active negligence, gross negligence or willful misconduct of City, Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this Agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any Action arising from Contractor's performance of this Agreement, the Contractor shall provide a defense to the City indemnitees or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. This Section shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor's officers, directors, employees, agents and contractors, including but not limited to acts or omissions in any way related to, the release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the location at which work under this Agreement is performed of any Hazardous Substances by Contractor or its officers, directors, employees, agents, and subcontractors. The Parties expressly agree that any payment, or Costs and Expenses City incurs or makes to, or on behalf of, an injured employee under City's workers' compensation or other insurance, is included as a loss or Costs and Expenses for the purpose of this Section. City shall not be responsible for any acts, errors or omissions of any person or entity except City and its officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Contractor under this Section shall survive the expiration or early termination of the Agreement and that payment by City is not a condition precedent to enforcement of this indemnity.

**4.2 Action.** For purposes of this Agreement, "Action" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

**4.3 Costs and Expenses.** For purposes of this Agreement, "Costs and Expenses" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a Party in good faith in the investigation, prosecution or defense of an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or

expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

**4.4 Hazardous Substances.** For purposes of this Agreement, "Hazardous Substances" shall mean any and all of the following:

a. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C.S. §2601, *et seq.*; the Clean Water Act, 33 U.S.C. §1251, *et seq.*; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. §136, *et seq.*; the Superfund Amendments and Reauthorization Act, 42 U.S.C. §6901, *et seq.*; the Clean Air Act, 42 U.S.C. §7401, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. §6901, *et seq.*; the Surface Mining Control and Reclamation Act, 30 U.S.C. §1201, *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §§655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") §25100, *et seq.*; the Hazardous Substance Account Act, H.&S.C. §25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. §25249.5, *et seq.*; the Underground Storage of Hazardous Substances, H.&S.C. §25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. §25300, *et seq.*; the Hazardous Waste Management Act, H.&S.C. §25170.1, *et seq.*; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, *et seq.*; the Porter-Cologne Water Quality Control Act, Water Code §13000, *et seq.*, all as they may from time to time be amended; and

b. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature.

## **SECTION 5. RECORDS AND DOCUMENTS**

### **5.1 Accounting Records.**

**5.1.1 Maintenance and Inspection.** Contractor shall maintain complete and accurate records with respect to all expenses incurred under this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Contractor pursuant to this Agreement. All such records shall be clearly identifiable.

**5.1.2 Inspection and Copying.** Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of



such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. At no cost to City, Contractor shall provide copies of such documents or records directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

**5.2 Ownership of Documents.** All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services shall become the sole property of City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents

#### **SECTION 6. [intentionally removed]**

[intentionally removed].

#### **SECTION 7. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of City will be personally liable to Contractor in the event of any default or breach by the City or for any amount that may become due to Contractor.

#### **SECTION 8. BONDS**

**8.1 Performance and Payment Bonds.** If required by law or specifically required by City as set forth in Exhibit "E" [Bonds Required], attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with Contractor's execution of this Agreement, but in no event later than the Effective Date of this Agreement, a Performance Bond and/or a Payment Bond in the amount of the total, not-to-exceed compensation indicated in Exhibit C, and in a form provided or approved by the City.

**8.2 Bond Provisions.** Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the

Contractor shall, without further notice from City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety.

**8.3 Surety Qualifications.** Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

## **SECTION 9. TERMINATION.**

**9.1 Termination by City.** City may, by written notice to Contractor, terminate with or without cause, and without any prior notice of default or right to cure by Contractor, the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those non-disputed Services that have been adequately rendered to City, and Contractor shall be entitled to no further compensation.

**9.2 Termination by Contractor.** Contractor may, by written notice to City, terminate this Agreement based upon City's failure to timely cure a default under this Agreement as provided herein. At least forty-five (45) days prior to termination, Contractor shall provide City with a written notice specifying City's alleged default and providing City with a forty-five (45) day period to cure the default. Should City timely cure such default, the Agreement shall continue. Should City fail to timely or adequately cure such default, Contractor may terminate this Agreement by issuance of written notice to City.

## **SECTION 10. GENERAL PROVISIONS**

**10.1 Assignment or Transfer.** Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**10.2 Loss and Damage.** Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be

encountered in the prosecution of the Services until the same is fully completed and accepted by City.

**10.3 Liquidated Damages.** The Parties agree that City has a legitimate interest in ensuring that Contractor provides the Services (including performance of all duties and responsibilities) required under this Agreement in a consistent and reliable manner, and that Contractor's failure to timely provide such Services or to provide them in an inadequate manner will cause City to suffer damages and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages or to calculate actual damages. Therefore, in addition to City's right to treat such non-performance as a material breach of, and to terminate, this Agreement, the Parties agree that liquidated damages, as provided herein, represent a reasonable estimate of the monetary damages that reasonably could be anticipated and that proof of actual damages would be costly or impractical. The Parties specifically confirm the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Therefore, in lieu of actual damages, Contractor is subject to payment of \$500 per failure to perform, per day. City may, at its election, deduct any assessed liquidated damages from payment due, or that will become due, to Contractor from City.

**10.4 Excusable Delays.** Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

**10.5 Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of the Agreement.

**10.6 Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, located in Los Angeles, California.

**10.7 Integration.** This Agreement, including the attached Exhibits "A" through "F", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

**10.8 Severability.** If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

**10.9 Prohibited Interests.** Contractor represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**10.10 Amendments.** No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Temple City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for amendments or modifications to be in writing cannot be waived and that any attempted waiver shall be void.

**10.11 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**10.12 Delivery of Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective Parties at the addresses listed in Exhibit "D", or at such other address as the respective Parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**10.13 Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**10.14 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party or any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

**10.15 Attorneys Fees, Costs and Expenses.** In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the



prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees and Costs and Expenses, in addition to any other relief to which it may be entitled.

**10.16 Subcontracting.** Contractor shall not subcontract any portion of the Services, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

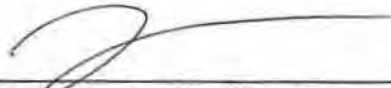
**10.17 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

**10.18 Authority to Execute.** The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

**10.19 Administration and Implementation.** This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 9.10 [Amendment] and the City Manager's contracting authority under the Temple City Municipal Code.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed the day and year first above written.

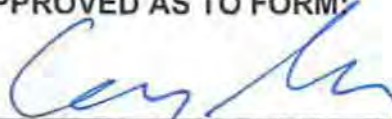
**CITY OF TEMPLE CITY**

  
\_\_\_\_\_  
Bryan Cook, City Manager

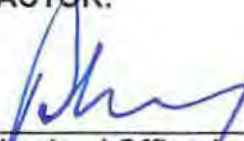
**ATTEST:**

  
\_\_\_\_\_  
Peggy Kuo, City Clerk


**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Gregory Murphy, City Attorney

**CONTRACTOR:**

By:   
\_\_\_\_\_  
(Authorized Officer)  
Name: Patrick Mahoney  
Title: President

(2<sup>nd</sup> signature required if Corporation, Incorporation or Limited Liability Corporation)

By:   
\_\_\_\_\_  
(Authorized Officer)  
Name: Richard Mahoney  
Title: Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange

On 1/17/24 before me, Amelia Menzel, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Patrick Mahoney and Richard Mahoney  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

## Description of Attached Document

Title or Type of Document: Temple City Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Individual      ☐ Attorney in Fact

☐ Trustee                  ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: WCA, Inc.

Signer's Name: Richard Mahoney

☒ Corporate Officer — Title(s): Secretary

☐ Partner — ☐ Limited ☐ General

☐ Individual      ☐ Attorney in Fact

☐ Trustee                  ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: WCA, Inc.

## **EXHIBIT "A" SCOPE OF SERVICES**

Contractor will furnish all necessary equipment, materials and personnel for the completion of the work in a timely and organized manner.

### **I. TREE MAINTENANCE REQUIREMENTS**

Contractor shall perform any and all services provisioned under the contract in a skillful and competent manner. It is understood that the selected Contractor will furnish all necessary equipment and personnel for the completion of work in a timely and organized manner, and ensure full compliance with applicable local, state and federal requirements.

#### **A. Work Quality and Standards**

All work performed under this contract shall be conducted in such a manner so as to provide safety to the public. The Contractor shall comply with safety requirements set forth by California Occupational Safety and Health Act (CAL OSHA) and all applicable American National Standards, published by The American National Standard Institute, Inc. (ANSI), 1430 Broadway, New York, New York 10018.

All work performed by the Contractor shall comply with good arboreal practices within the industry for the particular species of trees being maintained. Work quality must be consistent with standards as specified in the International Society of Arboriculture's (ISA) "Best Management Practices" and ANSI A300.

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence of said contractor or his employees in connection with the performance of this work.

The Contractor will provide all equipment and trained personnel to provide timely tree trimming services as requested by City.

Daily, routine tree trimming operations shall not begin before 7:00 AM and finish no later than 5:00 PM on weekdays.

The City's designated representative shall determine if the Contractor has met all trimming requirements, and payment shall not be made by City for trimming that is not in accordance with standards outlined in this contract. The City may deduct and/or withhold payment to protect the City from loss due to one or more of the following reasons:

- a. Defective or inadequate work not corrected;
- b. Claims filed, or reasonable evidence indicating probable filing claims;
- c. A reasonable doubt that the contract can be completed for the balance unpaid; and/or
- d. Damage that resulted from an incident involving property damage.

#### **B. Qualifications and Licenses**

The Contractor shall assign a competent and qualified supervisor, who shall be a current ISA-certified Arborist, to be on the job site at all times work is being performed.

The Contractor ensures that they, their employees and subcontractors have all



necessary licenses required for the adequate performance of the work outlined by this contract.

**C. Inspections**

The City's designated representative shall, at all times, have access to inspect work, facilities and equipment. The Contractor shall be required to provide the City with a written schedule of daily tree maintenance operations.

Any work found to be unacceptable will be noted in writing to the Contractor. Defected work shall be fixed, as directed by the City's designated representative, even if the work was not pointed out during the initial inspection and the work was accepted for payment.

**D. Invoice**

The Contractor will provide invoices on a *monthly* basis. Invoices shall include but not be limited to:

- a. A list of all tree maintenance operations that took place;
- b. The address of each individual tree;
- c. Species;
- d. Height; and
- e. Trunk diameter of each individual tree.

**E. Fixed Fee and Pricing**

The Contractor shall provide a pricing proposal that is a fixed fee per tree per service. Contractor will also include a cost-per-inch of trunk diameter on complete tree and stump removals. The price given by the Contractor for tree and/or stump removals shall include all staff, materials, and equipment necessary *and backfilling with good-quality topsoil*.

Contractor shall provide general pricings for plantings, grid pruning, complete removals and service hours (off-hours).

**F. Emergency Services**

The Contractor shall be required to provide emergency on-call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any time. Emergency work shall begin within two (2) hours of initial call.

Work performed under the emergency provision shall be paid for on an hourly basis. This will include all labor, tools/equipment, disposal fees and necessary materials.

**G. Annual Maintenance Program**

The Contractor will be required to submit a work schedule based on the City's annual tree pruning requirements, tree removal and replacement program, and planting projects.

Depending on the City's current and future tree trimming and tree maintenance needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.

**H. Traffic Control**

The Contractor shall conform to all City traffic safety requirements and operating rules at all times while this contract is in effect. The Contractor will be responsible for

supplying and using all safety equipment necessary to close or delineate traffic lanes. The City must approve all traffic safety equipment prior to use. Traffic control plans are required and must be approved by City before implementation.

**I. Public Notice of Tree Pruning Operations**

The Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. City-approved "No Parking" signs shall be posted on individual trees scheduled for pruning forty-eight (48) hours prior to the work being performed.

**J. Cleanup of Green Waste and Debris**

The Contractor shall insure that the work area shall be kept safe at all times during any procedure, be it pruning or removal. All tree material and debris will be cleared and the job site cleaned at the end of each work day before the work crew leaves. Cleaning shall include but not be limited to:

- a. Raking lawn areas;
- b. Sweeping all streets/sidewalks; and
- c. Removing all brush, branches, and other debris.

Under no circumstances will any tree material be allowed to enter any storm drain.

**K. Disposal of Green Waste and Debris**

The Contractor shall recycle all tree material, of which the amount (in weight recycled) shall be reported to the City in compliance with AB 939.

**L. Tool Sanitation**

On all trees known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected. Dumping used or old disinfecting solutions on the ground or down the storm drain will result in severe penalties for the Contractor.

**M. Tree Inventory Database**

The Contractor shall provide a complete citywide database of the City's public tree inventory and continue to be responsible for providing the City with information to keep the system current and accurate. The tree inventory data shall conform to the existing tree inventory database and will include but not be limited to:

a. GPS Tree Inventory

A GPS tree inventory will be created using the City's standardized addressing system for all parks and open space areas. The address information in the inventory shall be linked to a GIS program (Arc GIS or ArcView).

The inventory, when possible, will be capable of showing the location of every existing tree site and vacant tree site on the City's existing GIS base maps (streets, parcels, addresses, right of way and hardscape, etc.).

The Contractor shall update the tree inventory on a daily basis, as conditions require (e.g. tree removed, tree planted, etc.). The City will have access to updated data at all times. The City reserves the right to contact the Contractor for immediate inventory changes on request.

**b. Inventory Scope of Work**

The Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system and future technical maintenance. Attributes to be collected by field personnel may include, but are not limited to:

1. City District/Grid/LLDs/Parks/R-Areas/Residential;
2. Street;
3. Location by Address;
4. Location by GIS;
5. Species by botanical name & common name;
6. Tree diameter;
7. Tree height;
8. Recommended Maintenance Classification;
9. Existing overhead Utilities;
10. Parkway Size;
11. Parkway Type; and
12. Condition of surrounding hardscape.

**N. Pruning**

The Contractor shall provide both grid (4 year cycle) and service request pruning as requested by City. Full prune is classified as no more than 25% of foliage at one time.

**a. General Specifications**

1. Contractor shall provide appropriate notification to property owners and signage per City specifications.
2. The Contractor shall consult with the City's designated representative before making any cuts that could result in permanent disfigurement of tree structure.
3. Trees will be pruned so as to prevent branch and foliage interference with safe public passage. Young trees are exempted.
4. All dead and dying branches/stubs shall be removed.
5. All broken or loose branches shall be removed.
6. Contractor will selectively prune branches that create sight line conflicts with control signs and devices.
7. Trees shall be cleared of sprout and sucker growth. Young trees are exempted.
8. All major pest problems shall be promptly reported to the City.
9. Trees will be pruned to maintain a natural and balanced appearance unless otherwise directed.
10. Tree limbs shall be controlled in such a manner so as to cause no damage to other parts of the tree, other plants or property.
11. Excess debris, trimmings, branches and wood shall be removed from the work site following as closely as possible the pruning operation.

**b. Grid Pruning**

Contractor shall prune all trees in pre-designated trimming grids (attached to this RFP as "Exhibit A"), regardless of size, on a set schedule, unless otherwise directed by the City. The City currently maintains a four (4)-year trim cycle.

The trimming shall provide a "natural" and aesthetically pleasing appearance that is typical of the species. Trees shall be trimmed to provide a minimum clearance over roadways and walkways and adhere to the General Specifications mentioned above.

c. Service Request Tree Pruning

The City will periodically submit a list of work orders to the Contractor. Contractor shall follow above specifications during service request pruning operations.

**O. Tree and Stump Removals**

Removal shall consist of the 100% removal of any tree or stump, its root system and backfilling of the hole with good-quality topsoil.

a. General Specifications

1. Tree removals shall be conducted in accordance with the standards of the arboricultural profession.
2. Tree removals shall follow the City's basic criteria as outlined within the City's Municipal Code § 3-4D-9A1 to §3-4D-9A11.
3. The Contractor shall consult with the City's designated representative before any removal operation.
4. The Contractor shall identify the location of all utilities and private property landscape irrigation components prior to any removal operation. Contractor shall take all necessary precautions to ensure all utilities (e.g. water, gas, electric, telephone, etc.) are not damaged.
5. All tree removals shall include removal of the stump and grinding chips, as well as the backfilling of the hole created by the removal with good-quality topsoil suitable for the replanting of a replacement tree.
6. Contractor shall ensure that, with use of proper techniques and equipment, at no time shall branches, limbs or tree trunks be allowed to freefall.
7. Excess debris, trimmings, branches, and wood shall be removed from the work site, following as closely as possible the removal operation.

**P. Planting**

Planting shall include the tree, stakes, ties and weed-eater guards along with complete installation, watering and care. Planting lists will be compiled by the City's designated representative and submitted to Contractor monthly or as needed. Contractor will guarantee the quality of the tree stock and workmanship.

a. General Specifications

1. The Contractor shall identify the location of all utilities and private property landscape irrigation components prior to any planting operation. Contractor shall take all necessary precautions to ensure all utilities (water, gas, electric, telephone, etc.) are not damaged.
2. All trees shall be a minimum fifteen (15)-gallon container or as specified by the City. City has right to reject any tree planted by Contractor and Contractor shall replace at his expense.
3. The Contractor shall consult with the City's designated representative before any planting operation.
4. The Contractor will be responsible for the stability of planted trees, including the stakes, ties and weed-eater guards as appropriate.



5. Using hoses, equipment or water from private properties is prohibited.

b. New Tree Care

While watering, the Contractor shall maintain the tree watering basin by removing weeds and debris, and retaining the basin to appropriate size and grade standards.

The Contractor will care for and guarantee the life of the tree for ninety (90) calendar days. After ninety (90) day period the tree is determined to be healthy and the Contractor is no longer required to provide specific new tree care.

**Q. Additional Work**

The City may add to these specifications with the joint approval of the Contractor and the City. All modifications shall be in writing.

- a. In the event that the City requires additional work outside of these specifications, the Contractor shall perform all work at a competitive industry price.
- b. Additional work may be added to the contract as the need arises. The Contractor shall perform all specified and approved additional work.
- c. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment.

## **EXHIBIT "B" SCHEDULE OF PERFORMANCE**

Contractor shall provide services identified in Exhibit "A" as specified therein.

**EXHIBIT "C" COMPENSATION**

| <b>Description</b>            | <b>Unit</b> | <b>Price</b> |
|-------------------------------|-------------|--------------|
| Clearance Prune > 16 DSH      | Each        | \$45.00      |
| Clearance Prune 0-6 DSH       | Each        | \$25.00      |
| Clearance Prune 7-16 DSH      | Each        | \$35.00      |
| Emergency Response            | Man Hour    | \$120.00     |
| Full Prune > 16 DSH           | Each        | \$295.00     |
| Full Prune 0-6 DSH            | Each        | \$65.00      |
| Full Prune 7-16 DSH           | Each        | \$135.00     |
| GPS Tree Inventory            | Each        | \$4.00       |
| Grid Prune                    | Each        | \$86.00      |
| Palm Prune                    | Each        | \$120.00     |
| Plant 15 Gal w/o RB           | Each        | \$175.00     |
| Plant 15 Gal w/ RB            | Each        | \$200.00     |
| Plant 24" Box w/o RB          | Each        | \$375.00     |
| Plant 24" Box w/ RB           | Each        | \$400.00     |
| Specialty Equipment Rental    | Hour        | \$145.00     |
| Stump Only Removal            | Inch        | \$20.00      |
| Tree & Stump Removal > 36 DSH | Inch        | \$45.00      |
| Tree & Stump Removal 0-36 DSH | Inch        | \$45.00      |

**WCA, INC. - PRICE SCHEDULE FOR "OTHER SERVICES"**

**CITY OF TEMPLE CITY**  
**RFP FOR TREE MAINTENANCE SERVICES**

| <b>Description</b>   | <b><u>Unit</u></b>  | <b><u>Unit Cost</u></b> |
|--|---------------------|-------------------------|
| <b>Crew Rental Services</b>  | <b>per man hour</b> | <b>\$105.00</b>         |
| The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work including tree care. When directed by City staff, trees requiring service before their regularly scheduled grid or annual trim, or to rectify a specific problem such as blocked street lighting or signs, providing right-of-way clearance for utility lines, or removing broken limbs may be performed under the Crew Rental rate. The use of crew rental may also be warranted due to inaccessibility, in park or slope locations, or non-linear tree pruning. <i>Typical work hours are from 7am - 4pm, Monday- Friday.</i> |                     |                         |
| <b>Ficus Tree Pruning</b>  | <b>per man hour</b> | <b>\$105.00</b>         |
| The crew and equipment can be modified to complete Ficus tree pruning. Costs include fuel, insurance, labor, and disposal.   |                     |                         |
| <b>Pruning for Crown Reduction</b>   | <b>per man hour</b> | <b>\$105.00</b>         |
| Should the City require crown reduction-type pruning, we will provide a crew to perform this work. The size of the crew and equipment will be determined based on the scope of work.   |                     |                         |
| <b>Tree Planting Services</b> (includes, labor, tree, stakes, ties and initial watering)   |                     |                         |
| <b>36-inch box tree</b>  | <b>Each</b>         | <b>\$1,500.00</b>       |
| <b>48-inch box tree</b>  | <b>Each</b>         | <b>\$2,800.00</b>       |
| <b>ISA Arborist Services</b>   |                     |                         |
| Consulting Services including Report Writing (2-hour min.) Travel included   | <b>Per hour</b>     | <b>\$175.00</b>         |
| Construction Project Inspection (2-hour min.)  | <b>Per hour</b>     | <b>\$175.00</b>         |
| Presentation to City Council, etc. (2-hour min.)   | <b>Per Hour</b>     | <b>\$175.00</b>         |
| Laboratory testing (i.e., Soil, limb, etc.)  | <b>Each</b>         | <b>Cost + 15%</b>       |
| <b>Plant Health Care</b>   | <b>Per hour</b>     | <b>\$105.00</b>         |
| Rate excludes materials which may vary due to the diagnosis and prescription.  |                     |                         |

## EXHIBIT "D" REPRESENTATIVES

City of Temple City  
Attn: Parks and Recreation Department  
9701 Las Tunas Drive  
Temple City, California 91780

Contractor:  
West Coast Arborists, Inc.  
2200 E. Via Burton Street  
Anaheim, CA 92806  
Attn: Victor Gonzalez, Vice President  
(714)991-1900  
[vgonzalez@wcainc.com](mailto:vgonzalez@wcainc.com)

**EXHIBIT "E" BONDS REQUIRED**

**N/A**

**EXHIBIT "F" INSURANCE REQUIREMENTS FOR CITY OF TEMPLE CITY**

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts indicated below by check marks, described more fully below, and in a form that is satisfactory to City.

\_\_\_\_\_ **General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

\_\_\_\_\_ **Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

\_\_\_\_\_ **Umbrella or excess liability insurance.** [Optional depending on limits required] Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

\_\_\_\_\_ **Workers' compensation insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

**Other provisions or requirements for insurance:**

**Proof of insurance.** Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**Agency's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall



require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Notice of cancellation.** Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.

Contractor agrees that upon request, all Agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

**Agency's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

**Timely notice of claims.** Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.



# CITY OF TEMPLE CITY

## REQUEST FOR PROPOSALS

### For: TREE MAINTENANCE SERVICES

#### **Proposal Release Date**

November 22, 2023

#### **Mandatory Pre-Bid Meeting**

December 5, 2023 at 10:00 a.m.

#### **Proposal Submittal Due Date**

December 22, 2023 at 10:00 a.m.

#### **Prepared by:**

City of Temple City Parks & Recreation Department

10144 Bogue Street

Temple City, CA 91780

Attn: Adam Matsumoto, Parks & Recreation Director

(626) 285-2171, extension 4505

**CITY OF TEMPLE CITY**  
**NOTICE INVITING REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**TREE MAINTENANCE SERVICES**

NOTICE IS HEREBY GIVEN that the City of Temple City is seeking proposals for Tree Maintenance Services for a two and a half year term beginning February 1, 2024 and ending on June 30, 2026.

Interested Contractors are required to attend a MANDATORY PRE-BID MEETING on December 5, 2023, 10:00 a.m. at Live Oak Park – Annex Building, 10144 Bogue Street, Temple City, CA, 91780.

The RFP can be obtained at the Temple City Parks & Recreation Department, Live Oak Park Annex Building, 10144 Bogue Street, Temple City or can be printed from the Temple City website at <http://www.ci.temple-city.ca.us/bids.aspx>. In order for a bid to be considered valid, the proposer must attend the MANDATORY PRE-BID MEETING.

**Sealed Proposals:**

Contractors will deliver one (1) original and two (2) copies to the following address on or before 10:00 am on December 22, 2023 (POSTMARKS WILL NOT BE ACCEPTED):

Temple City Parks & Recreation Department  
Live Oak Park Annex Building  
10144 Bogue Street, Temple City, CA 91780  
Attn: Adam Matsumoto, Parks & Recreation Director  
(Staff will evaluate proposals in private; no public opening is required for this proposal.)

This submission shall include the entire Request for Proposals documentation and any amendments if issued. Proposals received after the above-cited time will be considered a late bid and not accepted.

Please direct all questions, inquiries, and comments regarding this RFP only to Adam Matsumoto, Parks & Recreation Director at (626) 285-2171, extension 4505 or [amatsumoto@templecity.us](mailto:amatsumoto@templecity.us), to ensure responsiveness and consistency with the RFP process.

All questions will be answered in writing via e-mail to all Contractors who attend the MANDATORY PRE-BID MEETING. The final day to submit questions will be December 12, 2023, 5:00 p.m. All answers will be in the form of an addendum and will be dispersed by December 14, 2023.

The City of Temple City hereby notifies all bidders that it will affirmatively insure that in any given agreement entered into pursuant to this advertisement, Disadvantaged Business and Women's Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, or national origin in consideration for an award.

Please note the passage of Measure AA by Temple City voters in November 2016 imposed strict restrictions related to campaign contributions and gifts to City Council members by contractors and prospective contractors (see <http://templecity.us/MeasureAA>). All submitting firms should be aware of these restrictions.

Adam Matsumoto  
Parks & Recreation Director  
(626) 285-2171, Ext. 4505

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**SECTION I**  
**PROPOSAL INFORMATION FOR CONTRACTORS**

**RFP TIMELINE**

The schedule of key milestones related to the City of Temple City Tree Maintenance Services is as follows:

- |  |                               |
|--|-------------------------------|
| • Proposal Release Date:                 | November 22, 2023             |
| • Mandatory Pre-Bid Meeting:             | December 5, 2023, 10:00 a.m.  |
| • Written Questions Submission Deadline: | December 12, 2023, 5:00 p.m.  |
| • City Response to Written Questions:    | December 14, 2023             |
| • Proposal Submittal Due Date:           | December 22, 2023, 10:00 a.m. |
| • Award of Contract (Tentative):         | January 16, 2024              |
| • First Day of Services:                 | February 1, 2024              |

**1. SCOPE AND LOCATION OF WORK**

The Tree Maintenance Services ("Contract") consists of the maintenance of all city-owned trees within the City of Temple City. The Contractor is responsible to submit a price list as requested in this RFP. The work to be performed under the Contract consists of the furnishing of all labor, insurance, materials, transportation and equipment needed to perform per the Scope of Work within this RFP.

**2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITES**

Before submitting a bid, the bidder must (i) examine the Contract Documents thoroughly; including without limitation the Agreement wherein each of the other Contract Documents is identified; (ii) visit the sites and the locality where the work is to be performed to familiarize themselves with local conditions that may in any manner effect the cost, progress or performance of the work in strict accordance with the Contract Documents; (iii) familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the work in strict accordance with the Contract Documents; and (iv) study and carefully correlate bidder's observations with the Contract Documents.

Reports, if any, of investigations of physical conditions at the work sites or otherwise effecting cost, progress or performance of the work, which have been relied upon by staff in preparing the specifications, are identified in the Scope of Work. Before submitting the bid, the bidder shall, at their own expense, make such additional investigations and tests as the bidder may deem necessary to determine their bid for performance of the work in strict accordance with the Contract Documents.

By submitting a bid, the bidder warrants that they have complied with every requirement of this proposal and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

All questions about the meaning or intent of the Contract Documents shall be submitted to Adam Matsumoto, Parks & Recreation Director no later than 5:00 p.m. on December 12, 2023.

All interpretations shall be issued via written Addendum, which will be posted on the city website and e-mailed to each bidder whom attended the mandatory pre-bid meeting, but it shall be the bidder's responsibility to make inquiry as to the Addendum issued. Failure of the bidder to receive any such Addenda shall not relieve the bidder from any obligation under the Contractors bid as submitted.

Only interpretations issued by written Addendum will be binding: all such Addendums shall become part of the Contract Documents. Interpretations issued orally or by any means other than as specified in this section shall be without legal effect.

### **3. INTERPRETATION OF CONTRACT DOCUMENTS**

No oral representation or interpretations will be made to any Contractor as to the meaning of the Contract Documents. Requests for interpretation shall be made in writing no later than December 12, 2023 at 5:00 pm. Interpretations, where necessary, will be made by the City in the form of an addendum to the Contract Documents and, when issued, will be sent as promptly as is practical to all parties to whom the RFP documents have been issued. All such addenda shall become part of the Contract. Requests for information shall be directed to:

City of Temple City  
Adam Matsumoto, Parks & Recreation Director  
E-mail – amatsumoto@templecity.us

It shall also be the Contractor's responsibility to call to the attention of the City any missing pages in the Contract Documents, including the addendum. These items shall be brought to the attention of the Project Manager in writing at the above address no later than December 12, 2023 at 5:00 pm.

### **4. SUBMITTAL REQUIREMENTS**

*Successful proposals must include:*

- ☐ Bid Proposal
- ☐ Statement of Experience
- ☐ Exceptions to Specifications

Proposals must fully address all areas requested, contain complete technical submittals, references, and data to verify qualifications and experience and include a statement that the City contract can be executed, and any exceptions. Proposals without complete submittal data will be considered non-responsive. As part of the technical proposal, Contractors must evaluate the City's proposal terms and conditions. Any exceptions taken to the proposal specifications must be listed as a separate item in the Exceptions to Specifications, which is included in this RFP on page 25.

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or re-issue the RFP at its sole discretion. Proposers shall respond

to the final written RFP and any exhibits, attachments and amendments. All proposers shall verify if any addendum for this project has been issued by the City. It is the proposer's responsibility to ensure that all requirements of contract addendum are included in the proposer's submittal. Once all the proposals are reviewed and a successful bidder is determined, the City Clerk will deliver a written Notice of Award to the successful proposer (Contractor).

The City reserves the unilateral right to decline to award the contract to any of the Contractors submitting proposals. The City reserves the right to reject any and all proposals and the right to waive minor irregularities in any proposals. Waiver of one irregularity does not constitute waiver of any other irregularities. The review of all proposals for completeness is expected to be completed within five (5) business days after bid opening. Overall responsiveness to the RFP is an important factor in the review process.

Contractors will deliver one (1) original and two (2) copies in a sealed envelope with "Temple City Tree Maintenance Services Bid" clearly marked on the outside and must be received by the City no later than 10:00 a.m. on December 22, 2023. Proposals shall be addressed to:

Temple City Parks & Recreation Department  
Live Oak Park Annex Building  
10144 Bogue Street, Temple City, CA 91780  
Attn: Adam Matsumoto, Parks & Recreation Director

Contractors are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected. No oral, telegraphic, or telephone (including facsimile) Proposals or modifications will be considered.

Proposals received after the deadline date will not be accepted. Postmarks will not be accepted.

## **5. AWARD OF CONTRACT**

All bids, once they are opened and declared, are subject to review, acceptance or rejection by the City Council for a period not to exceed 30 calendar days. The City reserves the right to reject any or all bids and waive any irregularities or informalities in any bid.

## **6. DELIVERABLES REQUIRED OF SUCCESSFUL CONTRACTOR**

The successful Contractor(s) shall enter into a Contract Agreement (sample copy in "Exhibit B") with the City of Temple City and submit the following items ***within fifteen (15) days of notice of award:***

1. City of Temple City business license.
2. Copy of Insurance documents which shows compliance with the attached requirements and naming the City of Temple City as an additional insured.
3. Copy of the Current General Contractor License indicating a C61/D49, B or A.

## **7. COMPLIANCE WITH APPLICABLE LAWS**



All services rendered shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City, and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is provided. Contractor is responsible for obtaining all permits and licenses required to perform work such as an encroachment permit through Caltrans.

All spray applications are to be done in accordance with all State of California and United States law. The Contractor shall have secured from Los Angeles County, all necessary permits and shall possess a current California State Department of Agriculture license.

#### **8. PERMITS AND CODES**

The selected proposer will comply with all laws, codes, rules and regulations of the State, County, and City applicable to the work to be performed at the City's location(s). The City will provide permits at no cost to the Contractor.

#### **9. DISQUALIFICATION OF CONTRACTOR**

If there is a reason to believe that collusion exists among any of the Contractors, none of the Proposals of the participants in such collusion will be considered, and Temple City may likewise elect to reject all Proposals received.

#### **10. WORK SCHEDULE**

All contract employees are to adhere to basic standards for working attire including; uniform shirts with Contractor's name or logo clearly visible at all times when working at all locations, proper shoes and other gear required by State Safety Regulations. Shirts are to be maintained in a neat and presentable condition. All Contractor vehicles are to have a readable sign with Contractor's name or logo and telephone number. Trucks are to be kept in a clean and presentable condition.

The Contractor will be expected to know the streets within the City of Temple City so that work can be performed independently. Contractor is responsible for (a) having thoroughly investigated and considered the scope of work to be performed, (b) carefully considering how the services should be performed, and (c) fully understanding the facilities, difficulties, and restrictions attending the performance of the services required. Contractor is responsible to investigate each site and be fully acquainted with the conditions of each site. Should the Contractor discover any latent or unforeseeable conditions, which will materially affect the performance of services, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

#### **11. TERM OF AGREEMENT**

The Agreement awarded to the successful bidder under this Request for Bids shall be for the period beginning February 1, 2024 and ending on June 30, 2026. The Agreement may be extended for an additional year up to three (3) years upon the mutual consent of both parties.

#### **TERMINATION**

The City of Temple City may terminate this agreement at any time during its term, upon thirty (30) days prior written notice to the other party without further liability of any sort. The Contractor may terminate this agreement at any time during its term, upon forty-five (45) days prior written notice to the other party without further liability of any sort.

**12. PRE-CONTRACTUAL EXPENSE**

The City of Temple City is not responsible for any pre-contractual expense generated due to the submission of the bid.

**13. CITY OF TEMPLE CITY BUSINESS LICENSE**

Should the successful bidder *not* have a Temple City business license, one must be obtained prior to the commencement of any work.

**14. COMMUNICATION WITH CITY**

Contractor shall designate one person as the representative of Contractor authorized to act on its behalf with respect to this specified work. The City of Temple City, through a designated representative, shall make inspections on a weekly basis, or as often as necessary to ensure that complete and continuous maintenance is fulfilled. Contractor shall be required to attend monthly meetings with City staff to review Contractor's performance and the condition of all maintenance areas. Dates and times of meetings shall be set by the City and the Contractor. These monthly meetings are not to substitute for Contractor's responsibility to regularly inspect areas. The Contractor shall submit weekly inspection reports signed by the Contractor's representative that shows that all areas have been inspected that week, which areas are out of conformance with these specifications and the Contractor's plans for bringing the areas into specification compliance.

The Contractor shall submit a written report each month stating all contract work completed. The report shall show the work completed during each week contract work was accomplished, and shall be submitted with and cover the same work as the Contractor's billing statement for the previous month's work. The report shall include documentation of irrigation checks and chemical applications. Failure to submit reports by the tenth (10th) of each month shall result in the Contractor forfeiting five hundred dollars from any amounts owed by the City.

**15. LIABILITY AND INSURANCE**

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts indicated below by check marks, described more fully below, and in a form that is satisfactory to City:

  X   **General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

  X   **Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

X   **Workers' compensation insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

**Other provisions or requirements for insurance:**

**Proof of insurance.** Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**Agency's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Notice of cancellation.** Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all Agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

**Agency's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

**Timely notice of claims.** Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

## **16. INDEMNIFICATION**

Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

The Contractor shall, at his own expense and risk, defend any legal proceedings that may be brought against the City of Temple City, its Council, officers, agents or employees therein, within the provision of the above stated insurance.

## **17. INDEPENDENT CONTRACTOR**

While engaged in carrying out and complying with the terms and conditions of the duties outlined in this Request for Bids, the Contractor is an Independent Contractor not an Officer, Agent or Employee of the City of Temple City. The personnel performing services shall at all times be under the Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the City of Temple City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this contract and shall be responsible for all reports and obligations respecting them, including, but not limited to Social Security, income tax withholding, unemployment compensation, worker's compensation insurance, state disability insurance and similar matters.

All services to be rendered by the Contractor shall be subject to the control of the City. Contractor shall advise City of matters of importance and make recommendations when appropriate, however final authority shall rest with the City.

## **18. PAYMENT**

Payment for all services shall be made based on the Monthly Cost Proposal bid price. Contractor shall submit an invoice for services rendered the prior month. Invoices shall be paid by the City within thirty days of receipt. Contractor shall not invoice the City for sites that were not maintained per the agreed upon times per month.

**19. COMPLETING AND SIGNING FORMS**

The Contractor's attention is directed to the forms included in the Contract Documents, which must be completed and signed. FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION OF A PROPOSAL.

**SECTION II**  
**SCOPE OF WORK****I. TREE MAINTENANCE REQUIREMENTS**

Successful bidders shall perform any and all services provisioned under the contract in a skillful and competent manner. It is understood that the selected Contractor will furnish all necessary equipment and personnel for the completion of work in a timely and organized manner, and ensure full compliance with applicable local, state and federal requirements.

**A. Work Quality and Standards**

All work performed under this contract shall be conducted in such a manner so as to provide safety to the public. The Contractor shall comply with safety requirements set forth by California Occupational Safety and Health Act (CAL OSHA) and all applicable American National Standards, published by The American National Standard Institute, Inc. (ANSI), 1430 Broadway, New York, New York 10018.

All work performed by the Contractor shall comply with good arboreal practices within the industry for the particular species of trees being maintained. Work quality must be consistent with standards as specified in the International Society of Arboriculture's (ISA) "Best Management Practices" and ANSI A300.

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence of said contractor or his employees in connection with the performance of this work.

The Contractor will provide all equipment and trained personnel to provide timely tree trimming services as requested by City.

Daily, routine tree trimming operations shall not begin before 7:00 AM and finish no later than 5:00 PM on weekdays.

The City's designated representative shall determine if the Contractor has met all trimming requirements, and payment shall not be made by City for trimming that is not in accordance with standards outlined in this contract. The City may deduct and/or withhold payment to protect the City from loss due to one or more of the following reasons:

- a. Defective or inadequate work not corrected;
- b. Claims filed, or reasonable evidence indicating probable filing claims;
- c. A reasonable doubt that the contract can be completed for the balance unpaid; and/or

- d. Damage that resulted from an incident involving property damage.

**B. Qualifications and Licenses**

The Contractor shall assign a competent and qualified supervisor, who shall be a current ISA-certified Arborist, to be on the job site at all times work is being performed.

The Contractor ensures that they, their employees and subcontractors have all necessary licenses required for the adequate performance of the work outlined by this contract.

**C. Inspections**

The City's designated representative shall, at all times, have access to inspect work, facilities and equipment. The Contractor shall be required to provide the City with a written schedule of daily tree maintenance operations.

Any work found to be unacceptable will be noted in writing to the Contractor. Defected work shall be fixed, as directed by the City's designated representative, even if the work was not pointed out during the initial inspection and the work was accepted for payment.

**D. Invoice**

The Contractor will provide invoices on a *monthly* basis. Invoices shall include but not be limited to:

- a. A list of all tree maintenance operations that took place;
- b. The address of each individual tree;
- c. Species;
- d. Height; and
- e. Trunk diameter of each individual tree.

**E. Fixed Fee and Pricing**

The Contractor shall provide a pricing proposal that is a fixed fee per tree per service. Contractor will also include a cost-per-inch of trunk diameter on complete tree and stump removals. The price given by the Contractor for tree and/or stump removals shall include all staff, materials, and equipment necessary *and backfilling with good-quality topsoil*.

Contractor shall provide general pricings for plantings, grid pruning, complete removals and service hours (off-hours).

**F. Emergency Services**

The Contractor shall be required to provide emergency on-call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any time. Emergency work shall begin within two (2) hours of initial call.

Work performed under the emergency provision shall be paid for on an hourly basis. This will include all labor, tools/equipment, disposal fees and necessary materials.

**G. Annual Maintenance Program**

The Contractor will be required to submit a work schedule based on the City's annual tree pruning requirements, tree removal and replacement program, and planting projects.

Depending on the City's current and future tree trimming and tree maintenance needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.

**H. Traffic Control**

The Contractor shall conform to all City traffic safety requirements and operating rules at all times while this contract is in effect. The Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes. The City must approve all traffic safety equipment prior to use. Traffic control plans are required and must be approved by City before implementation.

**I. Public Notice of Tree Pruning Operations**

The Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. City-approved "No Parking" signs shall be posted on individual trees scheduled for pruning forty-eight (48) hours prior to the work being performed.

**J. Cleanup of Green Waste and Debris**

The Contractor shall insure that the work area shall be kept safe at all times during any procedure, be it pruning or removal. All tree material and debris will be cleared and the job site cleaned at the end of each work day before the work crew leaves. Cleaning shall include but not be limited to:

- a. Raking lawn areas;
- b. Sweeping all streets/sidewalks; and
- c. Removing all brush, branches, and other debris.

Under no circumstances will any tree material be allowed to enter any storm drain.

**K. Disposal of Green Waste and Debris**

The Contractor shall recycle all tree material, of which the amount (in weight recycled) shall be reported to the City in compliance with AB 939.

**L. Tool Sanitation**

On all trees known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected. Dumping used or old disinfecting solutions on the ground or down the storm drain will result in severe penalties for the Contractor.

**M. Tree Inventory Database**

The Contractor shall provide a complete citywide database of the City's public tree inventory and continue to be responsible for providing the City with information to keep the system current and accurate. The tree inventory data shall conform to the existing tree inventory database and will include but not be limited to:



a. GPS Tree Inventory

A GPS tree inventory will be created using the City's standardized addressing system for all parks and open space areas. The address information in the inventory shall be linked to a GIS program (Arc GIS or ArcView).

The inventory, when possible, will be capable of showing the location of every existing tree site and vacant tree site on the City's existing GIS base maps (streets, parcels, addresses, right of way and hardscape, etc.).

The Contractor shall update the tree inventory on a daily basis, as conditions require (e.g. tree removed, tree planted, etc.). The City will have access to updated data at all times. The City reserves the right to contact the Contractor for immediate inventory changes on request.

b. Inventory Scope of Work

The Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system and future technical maintenance. Attributes to be collected by field personnel may include, but are not limited to:

1. City District/Grid/LLDs/Parks/R-Areas/Residential;
2. Street;
3. Location by Address;
4. Location by GIS;
5. Species by botanical name & common name;
6. Tree diameter;
7. Tree height;
8. Recommended Maintenance Classification;
9. Existing overhead Utilities;
10. Parkway Size;
11. Parkway Type; and
12. Condition of surrounding hardscape.

**N. Pruning**

The Contractor shall provide both grid (4 year cycle) and service request pruning as requested by City. Full prune is classified as no more than 25% of foliage at one time.

a. General Specifications

1. Contractor shall provide appropriate notification to property owners and signage per City specifications.
2. The Contractor shall consult with the City's designated representative before making any cuts that could result in permanent disfigurement of tree structure.
3. Trees will be pruned so as to prevent branch and foliage interference with safe public passage. Young trees are exempted.

4. All dead and dying branches/stubs shall be removed.
5. All broken or loose branches shall be removed.
6. Contractor will selectively prune branches that create sight line conflicts with control signs and devices.
7. Trees shall be cleared of sprout and sucker growth. Young trees are exempted.
8. All major pest problems shall be promptly reported to the City.
9. Trees will be pruned to maintain a natural and balanced appearance unless otherwise directed.
10. Tree limbs shall be controlled in such a manner so as to cause no damage to other parts of the tree, other plants or property.
11. Excess debris, trimmings, branches and wood shall be removed from the work site following as closely as possible the pruning operation.

b. Grid Pruning

Contractor shall prune all trees in pre-designated trimming grids (attached to this RFP as "Exhibit A"), regardless of size, on a set schedule, unless otherwise directed by the City. The City currently maintains a four (4)-year trim cycle.

The trimming shall provide a "natural" and aesthetically pleasing appearance that is typical of the species. Trees shall be trimmed to provide a minimum clearance over roadways and walkways and adhere to the General Specifications mentioned above.

c. Service Request Tree Pruning

The City will periodically submit a list of work orders to the Contractor. Contractor shall follow above specifications during service request pruning operations.

**O. Tree and Stump Removals**

Removal shall consist of the 100% removal of any tree or stump, its root system and backfilling of the hole with good-quality topsoil.

a. General Specifications

1. Tree removals shall be conducted in accordance with the standards of the arboricultural profession.
2. Tree removals shall follow the City's basic criteria as outlined within the City's Municipal Code § 3-4D-9A1 to §3-4D-9A11.
3. The Contractor shall consult with the City's designated representative before any removal operation.
4. The Contractor shall identify the location of all utilities and private property landscape irrigation components prior to any removal operation. Contractor shall take all necessary precautions to ensure all utilities (e.g. water, gas, electric, telephone, etc.) are not damaged.
5. All tree removals shall include removal of the stump and grinding chips, as well as the backfilling of the hole created by the removal with good-quality topsoil suitable for the replanting of a replacement tree.

6. Contractor shall ensure that, with use of proper techniques and equipment, at no time shall branches, limbs or tree trunks be allowed to freefall.
7. Excess debris, trimmings, branches, and wood shall be removed from the work site, following as closely as possible the removal operation.

**P. Planting**

Planting shall include the tree, stakes, ties and weed-eater guards along with complete installation, watering and care. Planting lists will be compiled by the City's designated representative and submitted to Contractor monthly or as needed. Contractor will guarantee the quality of the tree stock and workmanship.

a. General Specifications

1. The Contractor shall identify the location of all utilities and private property landscape irrigation components prior to any planting operation. Contractor shall take all necessary precautions to ensure all utilities (water, gas, electric, telephone, etc.) are not damaged.
2. All trees shall be a minimum fifteen (15)-gallon container or as specified by the City. City has right to reject any tree planted by Contractor and Contractor shall replace at his expense.
3. The Contractor shall consult with the City's designated representative before any planting operation.
4. The Contractor will be responsible for the stability of planted trees, including the stakes, ties and weed-eater guards as appropriate.
5. Using hoses, equipment or water from private properties is prohibited.

b. New Tree Care

While watering, the Contractor shall maintain the tree watering basin by removing weeds and debris, and retaining the basin to appropriate size and grade standards.

The Contractor will care for and guarantee the life of the tree for ninety (90) calendar days. After ninety (90) day period the tree is determined to be healthy and the Contractor is no longer required to provide specific new tree care.

**Q. Additional Work**

The City may add to these specifications with the joint approval of the Contractor and the City. All modifications shall be in writing.

- a. In the event that the City requires additional work outside of these specifications, the Contractor shall perform all work at a competitive industry price.
- b. Additional work may be added to the contract as the need arises. The Contractor shall perform all specified and approved additional work.
- c. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment.

**SECTION III****SUBMITTALS****I. Bid Proposal**PROJECT NAME: **TREE MAINTENANCE SERVICES**

|  |             |       |     |
|--|-------------|-------|-----|
| COMPANY NAME / CONTRACTOR'S LICENSE # / Class / Termination Date |             |       |     |
| COMPANY ADDRESS  | CITY        | STATE | ZIP |
| NAME OF AUTHORIZED REPRESENTATIVE                                |             | TITLE |     |
| REP. E-MAIL  | TELEPHONE # | FAX # |     |

**1. Proposal**

(a) Bidder has examined copies of all the Contract Documents, including without limitation the Agreement wherein each of the other Contract Documents is identified, and accepts all the terms and conditions thereof.

(b) Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with City in the form included in the Contract Documents to complete all work as specified in the Agreement for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

(c) This bid will remain open and not be withdrawn for the period specified in the Instructions to Bidders. If awarded the bid, bidder will sign the Agreement and submit the documents required by the Contract Documents within fifteen (15) days after the date of the award of the contract by the City Council.

(d) Bidder has examined the site and locality where the work is to be performed and the legal requirements and conditions affecting the cost, progress and performance of the work in strict accordance with the Contract Documents.

(e) The cost proposal must include a firm unit price for each tree maintenance service for Year 1 (February 1, 2024 – June 30, 2024), Year 2 (July 1, 2024 – June 30, 2025), and Year 3 (July 1, 2025 – June 30, 2026) that incorporates all aspects of the work plan and covers all tasks identified in the Scope of Work.

(f) It is expected that general, overhead, and administrative costs are included in the monthly fee. It will be assumed that all contingencies and/or anticipated escalations are included.

## 2. Price List

Complete the following list of tree maintenance needs:

| Description                   | Unit     | Price |
|-------------------------------|----------|-------|
| Clearance Prune > 16 DSH      | Each     |       |
| Clearance Prune 0-6 DSH       | Each     |       |
| Clearance Prune 7-16 DSH      | Each     |       |
| Emergency Response            | Man Hour |       |
| Full Prune > 16 DSH           | Each     |       |
| Full Prune 0-6 DSH            | Each     |       |
| Full Prune 7-16 DSH           | Each     |       |
| GPS Tree Inventory            | Each     |       |
| Grid Prune                    | Each     |       |
| Palm Prune                    | Each     |       |
| Plant 15 Gal w/o RB           | Each     |       |
| Plant 15 Gal w/ RB            | Each     |       |
| Plant 24" Box w/o RB          | Each     |       |
| Plant 24" Box w/ RB           | Each     |       |
| Specialty Equipment Rental    | Hour     |       |
| Stump Only Removal            | Inch     |       |
| Tree & Stump Removal > 36 DSH | Inch     |       |
| Tree & Stump Removal 0-36 DSH | Inch     |       |

### Other Services

Attach additional pages, if necessary, for other services not listed above.

Are there any other additional or incidental costs that will be required by your company in order to meet the requirements of the Scope of Work? ☐ YES ☐ NO

If you answered "YES," please provide detail of said additional costs:

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Please indicate any elements of the Scope of Work that cannot be met by your company.

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Have you included in your proposal all informational items and forms as requested?

☐ YES ☐ NO

If you answered "NO," please explain:

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### 3. Addenda

Bidder acknowledges receipt of Addenda identified as:

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### 4. Bidder Information

(a) Bidder has \_\_\_\_\_ years of experience as a contractor in tree maintenance.

(b) Please list at least 5 references of current or past contracts that are similar in scope or scale and provide Company/City name, contact and additional information. Attach additional pages if necessary.

|                 |
|-----------------|
| COMPANY NAME    |
| COMPANY ADDRESS |

|                                   |                  |             |  |
|-----------------------------------|------------------|-------------|--|
| NAME OF AUTHORIZED REPRESENTATIVE |                  | REP. E-MAIL |  |
| TYPE(S) OF SERVICE PERFORMED      | YEARS OF SERVICE | TELEPHONE # |  |

|                                   |                  |             |  |
|-----------------------------------|------------------|-------------|--|
| COMPANY NAME                      |                  |             |  |
| COMPANY ADDRESS                   |                  |             |  |
| NAME OF AUTHORIZED REPRESENTATIVE |                  | REP. E-MAIL |  |
| TYPE(S) OF SERVICE PERFORMED      | YEARS OF SERVICE | TELEPHONE # |  |

|                                   |                  |             |  |
|-----------------------------------|------------------|-------------|--|
| COMPANY NAME                      |                  |             |  |
| COMPANY ADDRESS                   |                  |             |  |
| NAME OF AUTHORIZED REPRESENTATIVE |                  | REP. E-MAIL |  |
| TYPE(S) OF SERVICE PERFORMED      | YEARS OF SERVICE | TELEPHONE # |  |

|                                   |                  |             |  |
|-----------------------------------|------------------|-------------|--|
| COMPANY NAME                      |                  |             |  |
| COMPANY ADDRESS                   |                  |             |  |
| NAME OF AUTHORIZED REPRESENTATIVE |                  | REP. E-MAIL |  |
| TYPE(S) OF SERVICE PERFORMED      | YEARS OF SERVICE | TELEPHONE # |  |

|                                   |                  |             |
|-----------------------------------|------------------|-------------|
| COMPANY NAME                      |                  |             |
| COMPANY ADDRESS                   |                  |             |
| NAME OF AUTHORIZED REPRESENTATIVE |                  | REP. E-MAIL |
| TYPE(S) OF SERVICE PERFORMED      | YEARS OF SERVICE | TELEPHONE # |

## 5. Designation of Subcontractors

Listed below is the portion of the work which will be done by any subcontractor.

| Portion |                      |                         |                |
|---------|----------------------|-------------------------|----------------|
|         | <u>Subcontractor</u> | <u>Location of work</u> | <u>of work</u> |
|         |                      |                         |                |
|         |                      |                         |                |
|         |                      |                         |                |

## 6. Rejection or Acceptance of Bids

This offer shall remain firm for **90** days from RFP Response Due Date. Terms and conditions set forth in this RFP apply to this quote. My signature below indicated I have inspected and am familiar with the locations and areas specified in this RFP and the quote provided is a firm fee for all work.

The undersigned agrees that the City of Temple City reserves the right to reject any or all bids and reserves the right to waive informalities in a bid or bids not affected by law, if to do so seems to best serve the public interest.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

*End of Bid Proposal*



**II. STATEMENT OF EXPERIENCE**

The signatory of the Statement guarantees the truth and accuracy of all statements and of answers to all questions hereinafter made. Failure to accurately complete this Statement, or the making of any false statement therein, may render a Proposal non-responsive at the sole discretion of the Parks & Recreation Director. All portions must be completed. Contractors who do not thoroughly complete and return this form will be deemed nonresponsive and will be excluded from submitting a Proposal.

1. How many years has your firm been in business under its present business name?
2. Please list all other or former names under which your firm has operated.
3. How many years of similar tree maintenance services experience does your firm have?
4. Have you, your firm, or any officer or partner thereof, ever failed to complete a tree maintenance services contract?

If yes, give details, including dates: (Use another sheet of paper, if necessary)

5. Has your business ever been assessed damages or penalties for failing to perform tree maintenance services contract in a satisfactory manner or for failing to complete a contract within the scope of work specified in the Contract Documents?

If yes, give details, including dates: (Use another sheet of paper, if necessary)

6. In what other lines of business do you, your firm, or any partner thereof have a financial interest?
7. Does your business have any ongoing investigations by any agency regarding violations of the State Labor Code, California Business and Professions Code, or other laws?

If yes, give details, including dates: (Use another sheet of paper, if necessary)

8. Does your business have any outstanding judgments, demands or liens resulting from violations of the Business and Professions Code, the State Labor Code, Civil or Criminal decisions?

If yes, give details, including dates: (Use another sheet of paper, if necessary)

9. Has your firm been cited for violations of OSHA Standards and Requirements within the past five (5) years?

If yes, give details, including dates: (Use another sheet of paper, if necessary)

*End of Statement of Experience*

Exceptions to the specifications of any proposal stated herein shall be fully described in writing by the proposer in the space provided below:

[illegible]

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**SECTION IV**  
**EVALUATION****EVALUATION CRITERIA**

The City will review and evaluate all proposals based on the following criteria:

**1. Qualifications of Business - 30%**

Strength and stability of the business; strength, stability, experience and of subcontractors; adequacy of labor commitment.

**2. Qualifications of Personnel - 20%**

Qualifications, education and experience of staff; key personnel's level of involvement in performing related work.

**3. Related Experience - 30%**

Experience in providing services similar to those requested herein; experience working with public agencies; assessment by client references.

**4. Completeness of Response - 10%**

Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements; inclusion of required licenses and certifications.

**5. Reasonableness of Cost and Price - 10%**

Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted.

**SECTION V**  
**EXHIBITS**

**Exhibit A – City of Temple City Grid Pruning Map**

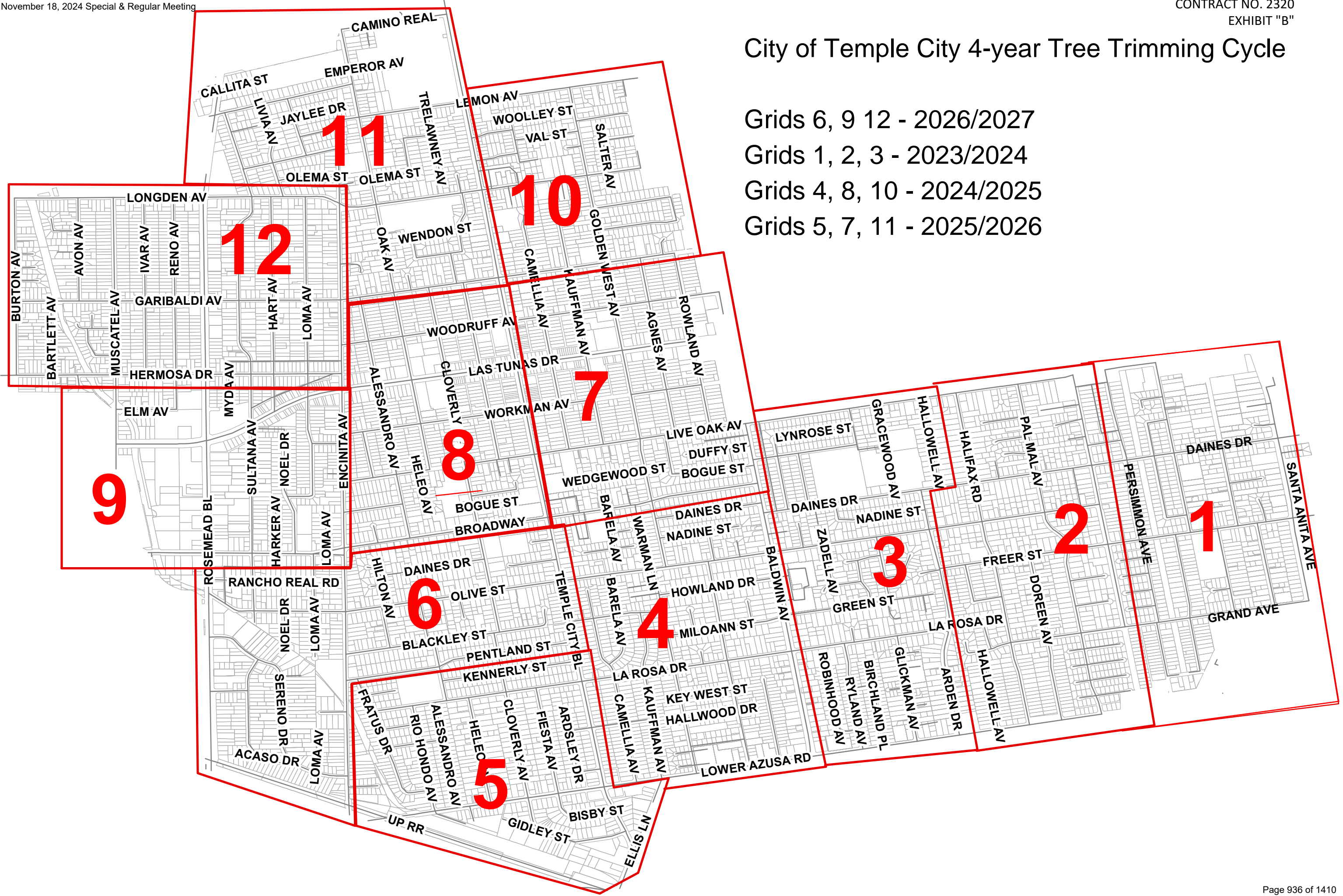
City of Temple City 4-year Tree Trimming Cycle

Grids 6, 9 12 - 2026/2027

Grids 1, 2, 3 - 2023/2024

Grids 4, 8, 10 - 2024/2025

Grids 5, 7, 11 - 2025/2026



**Exhibit B – Grid Tree Inventory**

| <b><u>Grid Number</u></b> | <b><u>Approximate # of Trees*</u></b> |
|---------------------------|---------------------------------------|
| 1                         | 357                                   |
| 2                         | 409                                   |
| 3                         | 540                                   |
| 4                         | 562                                   |
| 5                         | 210                                   |
| 6                         | 548                                   |
| 7                         | 618                                   |
| 8                         | 458                                   |
| 9                         | 236                                   |
| 10                        | 317                                   |
| 11                        | 470                                   |
| 12                        | 594                                   |

*\* - Number is just an approximation. It is the contractors duty to determine exact number of trees within each grid and have the City of Temple City approve prior to commencing each grid.*

**Exhibit C - Contract Agreement Template**



**Agreement FOR**

**\_\_\_\_\_ [NAME TYPE OF RECURRING OR NON-PROFESSIONAL SERVICE] \_\_\_\_\_**

**Between**

**THE CITY OF TEMPLE CITY**

**and**

**\_\_\_\_\_**

**Dated**

**\_\_\_\_\_**

**Agreement FOR****[name type of service]**

This Agreement for **[name type of service]** ("**Agreement**") is entered into as of the date referenced on the cover page ("**Effective Date**") between the City of Temple City, a charter city and municipal corporation ("**City**"), and **[name type of service]**, a **[name type of service]** ("**Contractor**") (collectively the "**Parties**"). In consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 **Term.** Subject to the provisions of Section 9 [Termination] of this Agreement, the term of this Agreement is for **[year(s)]** year(s) commencing on **[date]** ("**Term**"). The Agreement may be renewed for up to an additional three (3) years upon mutual consent of the Parties.

1.2 **Contractor Services.** Subject to the terms and conditions of this Agreement, Contractor agrees to perform for City those tree maintenance services specified in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A" [Scope of Services] ("**Services**"). Contractor agrees to furnish, for the compensation provided for herein, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform and complete the Services. The Services shall be subject to inspection and approval by City. Contractor agrees to work closely with City staff in the performance of the Services and shall be available to City's staff and consultants at all reasonable times.

1.3 **Extra Work.** Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement, which are in addition to or outside of the Services ("**Extra Work**"), except as expressly provided for herein. It shall be Contractor's responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor's commencement of the Extra Work in accordance with Section 10.10 [Amendments] and Section 10.19 [Administration and Implementation]. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor.

1.4 **Schedule of Performance.** Contractor agrees to diligently perform and complete the Services in accordance with the schedule of performance attached hereto and incorporated herein by reference as Exhibit "B" [Schedule of Performance] ("**Schedule of Performance**"). Modifications to the Schedule of Performance must be agreed upon in writing in advance by the City Manager pursuant to Section 9.19 [Administration and Implementation] and Contractor.

1.5 **General Warranty.** Contractor warrants all Services under this Agreement (which for purposes of this Section shall be deemed to include unauthorized

Extra Work which has not been removed and any non-conforming materials incorporated into the Services) to be of good quality and free from any defective or faulty material and workmanship. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City.

**1.6 Repair of Defects.** Contractor agrees that for a period of one (1) year from and after final acceptance of the Services, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later, Contractor shall within ten (10) days after being notified in writing by City of any defect in the Services or non-conformance of the Services, commence and prosecute with due diligence all work and services necessary to fulfill the terms of the warranty at its sole cost and expense. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work, facilities, fixtures, or materials damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Services. Contractor shall perform such tests as City may require to verify that any corrective actions are adequate to remedy the defective condition. In the event that Contractor fails to perform its obligations under this Section to the reasonable satisfaction of City, then City shall have the right to correct and replace any defective, non-conforming, or damaged Services at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

**1.7 Contractor's Representative.** Contractor hereby designates the representative named in Exhibit "D" [Representatives], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

## **SECTION 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Compensation.** City shall pay to Contractor for non-disputed Services rendered, the compensation set forth in Exhibit "C" [Compensation] attached hereto and incorporated herein by reference. Total compensation to Contractor for the Services shall not exceed the total price or "not to exceed" amount set forth in Exhibit "C," without the prior written approval of City in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation].

**2.2 Payment of Compensation.** Contractor shall submit periodic (monthly or quarterly as specified in Exhibit "C") invoices together with an itemized statement of Services provided. The statement shall describe the Services provided together with such other reasonable detail and supporting documentation as may be required by the City Manager, or his/her designee. City will review the statement and pay, with the exception of any charges for work performed or expenses incurred by Contractor which are disputed by City, within 30 days of receiving such statement, all approved charges thereon. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defect in work performed by Contractor.

### **SECTION 3. RESPONSIBILITIES OF CONTRACTOR**

**3.1 Control and Payment of Subordinates; Independent Contractor.** Contractor agrees that all Services shall be performed by Contractor or under its supervision. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under the Contractor's exclusive direction and control. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, healthcare or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

**3.2 Standard of Care and Licenses.** Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained in good standing throughout the term of this Agreement.

**3.3 Required Corrections.** Contractor shall perform, at its own expense and without reimbursement from the City, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care provided for herein.

**3.4 Law and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services.

**3.5 Safety.** Contractor shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property and shall otherwise exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

**3.6 Labor Code and Prevailing Wage Requirements.**

**3.6.1 Apprenticeable Crafts.** To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

**3.6.2 Hours of Work.** Contractor shall comply with the legal days work and overtime requirements of Section 1813 of the Labor Code.

**3.6.3 Payroll Records.** In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

**3.6.4 Prevailing Wage Laws.** Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement and Contractor shall provide City with proof that it and all of its subcontractors (if any) are registered with the Department of Industrial Relations as required by Labor Code Section 1725.5. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed.

**3.7 Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

**3.8 Unauthorized Aliens.** Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. §§

1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

#### **SECTION 4. INDEMNIFICATION**

**4.1 Indemnity.** Except as to the sole negligence, active negligence, gross negligence or willful misconduct of City, Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this Agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any Action arising from Contractor's performance of this Agreement, the Contractor shall provide a defense to the City indemnitees or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. This Section shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor's officers, directors, employees, agents and contractors, including but not limited to acts or omissions in any way related to, the release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the location at which work under this Agreement is performed of any Hazardous Substances by Contractor or its officers, directors, employees, agents, and subcontractors. The Parties expressly agree that any payment, or Costs and Expenses City incurs or makes to, or on behalf of, an injured employee under City's workers' compensation or other insurance, is included as a loss or Costs and Expenses for the purpose of this Section. City shall not be responsible for any acts, errors or omissions of any person or entity except City and its officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Contractor under this Section shall survive the expiration or early termination of the Agreement and that payment by City is not a condition precedent to enforcement of this indemnity.

**4.2 Action.** For purposes of this Agreement, "Action" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

**4.3 Costs and Expenses.** For purposes of this Agreement, "Costs and Expenses" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a Party in good faith in the investigation, prosecution or defense of an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or

expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

**4.4 Hazardous Substances.** For purposes of this Agreement, "Hazardous Substances" shall mean any and all of the following:

a. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C.S. §2601, *et seq.*; the Clean Water Act, 33 U.S.C. §1251, *et seq.*; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. §136, *et seq.*; the Superfund Amendments and Reauthorization Act, 42 U.S.C. §6901, *et seq.*; the Clean Air Act, 42 U.S.C. §7401, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. §6901, *et seq.*; the Surface Mining Control and Reclamation Act, 30 U.S.C. §1201, *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §§655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") §25100, *et seq.*; the Hazardous Substance Account Act, H.&S.C. §25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. §25249.5, *et seq.*; the Underground Storage of Hazardous Substances, H.&S.C. §25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. §25300, *et seq.*; the Hazardous Waste Management Act, H.&S.C. §25170.1, *et seq.*; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, *et seq.*; the Porter-Cologne Water Quality Control Act, Water Code §13000, *et seq.*, all as they may from time to time be amended; and

b. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature.

## **SECTION 5. RECORDS AND DOCUMENTS**

### **5.1 Accounting Records.**

5.1.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all expenses incurred under this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Contractor pursuant to this Agreement. All such records shall be clearly identifiable.

5.1.2 Inspection and Copying. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of

such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. At no cost to City, Contractor shall provide copies of such documents or records directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

**5.2 Ownership of Documents.** All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services shall become the sole property of City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents

## **SECTION 6. [intentionally removed]**

[intentionally removed].

## **SECTION 7. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of City will be personally liable to Contractor in the event of any default or breach by the City or for any amount that may become due to Contractor.

## **SECTION 8. BONDS**

**8.1 Performance and Payment Bonds.** If required by law or specifically required by City as set forth in Exhibit "E" [Bonds Required], attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with Contractor's execution of this Agreement, but in no event later than the Effective Date of this Agreement, a Performance Bond and/or a Payment Bond in the amount of the total, not-to-exceed compensation indicated in Exhibit C, and in a form provided or approved by the City.

**8.2 Bond Provisions.** Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the



Contractor shall, without further notice from City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety.

**8.3 Surety Qualifications.** Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

## **SECTION 9. TERMINATION.**

**9.1 Termination by City.** City may, by written notice to Contractor, terminate with or without cause, and without any prior notice of default or right to cure by Contractor, the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those non-disputed Services that have been adequately rendered to City, and Contractor shall be entitled to no further compensation.

**9.2 Termination by Contractor.** Contractor may, by written notice to City, terminate this Agreement based upon City's failure to timely cure a default under this Agreement as provided herein. At least forty-five (45) days prior to termination, Contractor shall provide City with a written notice specifying City's alleged default and providing City with a forty-five (45) day period to cure the default. Should City timely cure such default, the Agreement shall continue. Should City fail to timely or adequately cure such default, Contractor may terminate this Agreement by issuance of written notice to City.

## **SECTION 10. GENERAL PROVISIONS**

**10.1 Assignment or Transfer.** Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**10.2 Loss and Damage.** Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be

encountered in the prosecution of the Services until the same is fully completed and accepted by City.

**10.3 Liquidated Damages.** The Parties agree that City has a legitimate interest in ensuring that Contractor provides the Services (including performance of all duties and responsibilities) required under this Agreement in a consistent and reliable manner, and that Contractor's failure to timely provide such Services or to provide them in an inadequate manner will cause City to suffer damages and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages or to calculate actual damages. Therefore, in addition to City's right to treat such non-performance as a material breach of, and to terminate, this Agreement, the Parties agree that liquidated damages, as provided herein, represent a reasonable estimate of the monetary damages that reasonably could be anticipated and that proof of actual damages would be costly or impractical. The Parties specifically confirm the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Therefore, in lieu of actual damages, Contractor is subject to payment of \$500 per failure to perform, per day. City may, at its election, deduct any assessed liquidated damages from payment due, or that will become due, to Contractor from City.

**10.4 Excusable Delays.** Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance of failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

**10.5 Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of the Agreement.

**10.6 Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, located in Los Angeles, California.

**10.7 Integration.** This Agreement, including the attached Exhibits "A" through "F", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

**10.8 Severability.** If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

**10.9 Prohibited Interests.** Contractor represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**10.10 Amendments.** No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Temple City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for amendments or modifications to be in writing cannot be waived and that any attempted waiver shall be void.

**10.11 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**10.12 Delivery of Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective Parties at the addresses listed in Exhibit "D", or at such other address as the respective Parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**10.13 Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**10.14 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party or any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

**10.15 Attorneys Fees, Costs and Expenses.** In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the

prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees and Costs and Expenses, in addition to any other relief to which it may be entitled.

**10.16 Subcontracting.** Contractor shall not subcontract any portion of the Services, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

**10.17 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

**10.18 Authority to Execute.** The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

**10.19 Administration and Implementation.** This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 9.10 [Amendment] and the City Manager's contracting authority under the Temple City Municipal Code.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF TEMPLE CITY**

\_\_\_\_\_  
Bryan Cook, City Manager

**ATTEST:**

\_\_\_\_\_  
Peggy Kuo, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gregory Murphy, City Attorney

**CONTRACTOR:**

By: \_\_\_\_\_  
(Authorized Officer)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(2<sup>nd</sup> signature required if Corporation, Incorporation or Limited Liability Corporation)**

By: \_\_\_\_\_  
(Authorized Officer)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT "A" SCOPE OF SERVICES

Contractor will furnish all necessary equipment, materials and personnel for the completion of the work in a timely and organized manner.

[set out services]

## EXHIBIT “B” SCHEDULE OF PERFORMANCE

Contractor shall provide services identified in Exhibit “A” on a **daily, weekly, monthly** basis as requested by City.

**[provide specifics]**

## EXHIBIT "C" COMPENSATION



## EXHIBIT "D" REPRESENTATIVES

City of Temple City  
Attn: **Name of Department**  
9701 Las Tunas Drive  
Temple City, California 91780

**Contractor:**

## EXHIBIT “E” BONDS REQUIRED

**EXHIBIT "F" INSURANCE REQUIREMENTS FOR CITY OF TEMPLE CITY**

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts indicated below by check marks, described more fully below, and in a form that is satisfactory to City.

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Umbrella or excess liability insurance.** [Optional depending on limits required] Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**Workers' compensation insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

**Other provisions or requirements for insurance:**

**Proof of insurance.** Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**Agency's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall

require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Notice of cancellation.** Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.

Contractor agrees that upon request, all AgreementS with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

**Agency's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

**Timely notice of claims.** Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.



September 5, 2024

City of San Fernando  
**ATTN: Mr. Rodrigo Mora**  
117 MacNeil Street  
San Fernando, CA 91340

**RE: "Piggyback" Authorization**

Dear Mr. Mora,

We hereby authorize the extension of all terms, conditions, and pricing from our current tree maintenance agreement with the City of Temple City to any other municipality upon request. This letter serves as West Coast Arborists, Inc.'s (WCA) official authorization for the City of San Fernando to "piggyback" or enter into a cooperative agreement under our existing contract with the City of Temple City.

Please note that the City of San Fernando will issue its own purchase order to WCA for authorized tree care services and will be billed directly by WCA.

Should you have any questions or require additional information, please do not hesitate to contact me at (800) 521-3714.

Respectfully submitted,

Victor M. Gonzalez  
Vice President, Business Development



## PROFESSIONAL SERVICES AGREEMENT

### West Coast Arborists, Inc. CITY-WIDE TREE MAINTENANCE SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19<sup>TH</sup> day of August 2019 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and West Coast Arborists, Inc., a California Corporation (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

#### **I. ENGAGEMENT TERMS**

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of THREE (3) YEARS commencing from September 1, 2019. Upon the conclusion of the Term, the City has the option to renew this Agreement for a maximum of TWO (2) ONE-YEAR Extensions, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
  - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the price schedule which is attached as Exhibit "B" (hereinafter, the "Approved Price Schedule").
  - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the dollar



## PROFESSIONAL SERVICES AGREEMENT

### City-Wide Tree Maintenance

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amount appropriated for services at the beginning of each fiscal year (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

## PROFESSIONAL SERVICES AGREEMENT

### City-Wide Tree Maintenance

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## II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Herminio Padilla, Area Manager to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
  - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

## PROFESSIONAL SERVICES AGREEMENT

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- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision.



## PROFESSIONAL SERVICES AGREEMENT

### City-Wide Tree Maintenance

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CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers,

## PROFESSIONAL SERVICES AGREEMENT

### City-Wide Tree Maintenance

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employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

## PROFESSIONAL SERVICES AGREEMENT

### City-Wide Tree Maintenance

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- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONTRACTOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if**

## PROFESSIONAL SERVICES AGREEMENT

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**requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### **IV. INDEMNIFICATION**

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR's failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations



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from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any



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such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely

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perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party

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shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

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## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

West Coast Arborist, Inc.  
2200 East Via Burton Street

**CITY:**

City of San Fernando  
Public Works: Street/Trees Division



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Anaheim, CA 92806  
Attn: Patrick Mahoney, President  
Phone: (714) 991-1900  
Fax: (714) 956-3745

120 Macneil Street  
San Fernando, CA 91340  
Attn: Public Works Superintendent  
Phone: (818) 898-1293  
Fax: (818) 898-3221

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the

## PROFESSIONAL SERVICES AGREEMENT

### City-Wide Tree Maintenance

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- Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral

## PROFESSIONAL SERVICES AGREEMENT

### City-Wide Tree Maintenance

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or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

**(SIGNATURE PAGE TO FOLLOW)**

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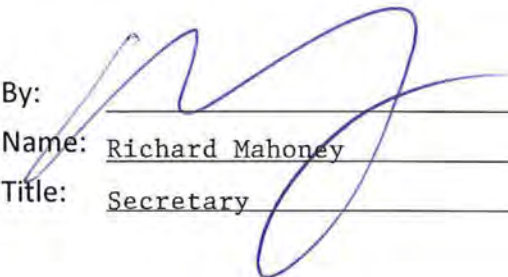
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF SAN FERNANDO**


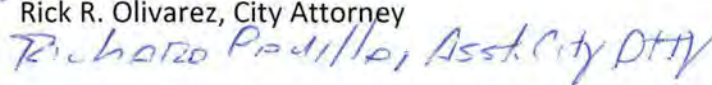
By:   
\_\_\_\_\_  
Nick Kimball, City Manager

**West Coast Arborist, Incorporated**  
**2200 East Via Burton Street**  
**Anaheim, CA 92806**

By:   
\_\_\_\_\_  
Name: Patrick Mahoney  
Title: President

By:   
\_\_\_\_\_  
Name: Richard Mahoney  
Title: Secretary

**APPROVED AS TO FORM**

By:   
\_\_\_\_\_  
Rick R. Olivarez, City Attorney  
  
Richard Padilla, Asst. City DTY



## SCOPE OF SERVICES

### C. STANDARDS - SCOPE OF SERVICES

Prior to beginning the work, the Contractor shall review with the City administrator various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning activities.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M., depending on city ordinances.

All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

#### 1. Grid Tree Pruning

At the direction of City staff, tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees regardless of size. Pruning will include structural pruning and crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. No more than 25% of the foliage is to be removed at a given time. Special projects that are difficult to access require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

- (a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- (b) Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning.
- (c) Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.
- (d) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

- (e) Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage power lines. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- (f) No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for removals and inaccessible Palms when needed.
- (g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- (h) Topping shall not be done unless specifically requested by the City.
- (j) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, 1/2 inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
- (k) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.
- (l) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- (m) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- (n) Heading cuts and/or topping will not be allowed without city approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

2. Pruning for Clearance

As directed by city staff, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City staff and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms listed in the Contract Documents Special Provisions in a manner selected by the Contractor and approved by the City staff and in accordance the following:

- a. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City administrator. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees.
- b. Palm Skinning (additional service & cost) - Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" - 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.

4. Aesthetic and/or Service Request Tree Pruning

As directed by City staff, trees that need service prior to their scheduled grid trim for aesthetic purposes shall be trimmed within two weeks of notification by the City to the Contractor. Pruning will include structural pruning, crown raising, crown cleaning and crown reduction in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and seven (9) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

It is the City's intent to allow residents to request and pay for additional work (to City-owned trees only) through the City and this contract on an individual request basis. Any additional work will be authorized and directed by the City using prices as listed in this contract for supplemental work.

The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, 1/2 inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly as needed.

5. Tree Removals

After the City determines that a tree requires removal, the City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The City Staff shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of city staff. No wood shall be left along public right-of-way unless approved by the City staff. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and



rear solid and the top shall be tarped or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1 1/2') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

6. Tree Planting

Tree planting includes the tree, stakes, ties and complete installation and watering at time of installation as directed by City staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- (a) Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- (b) The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.
- (c) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- (d) Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass- covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root

ball shall be 3 inches below the level of the finished surface of the concrete.

- (e) Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
- (f) Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- (g) All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1 1/2") inch diameter. Tree ties shall be placed at one third (1/3") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate then root ball and shall be driven into the ground approximately twenty-four thirty (24"-30") inches below grade.
- (h) Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- (i) In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- (j) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- (k) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI Z60.1 Standards. Trees shall be free from pests, disease and structural defects.
- (l) All newly planted trees are to be watered for the next 8 weeks at least once a week for an establishment period.

#### 7. Crew Rental

The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as

hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. As directed by City staff, trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

8. Emergency Response

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

9. Line Clearance Pruning

During the course of this contract the Contractor may be required to perform utility line clearance pruning as directed by City staff in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, qualified line clearance tree trimmers, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work should be Line Clearance Qualified Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

10. Tree Watering

Watering is performed by a one-man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger.

11. Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

12. Arborist Services

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

13. Citywide Tree Risk Survey

At the city's request the vendor will be required to provide an annual or bi-annual tree risk survey. This survey will be performed in limited visual assessment method. The city will identify the location and / or selection criteria of the trees to be assessed. The trees assessed will be documented from a drive-by perspective. All trees discovered having obvious significant defects or other conditions of concern will be documented for follow-up action. This follow-up action can include a higher level of assessment or other mitigation efforts like tree removal or pruning at the cities direction.

14. Plant Health Care

At the direction of the city the vendor shall be required to provide plant health care services including but not limited to the following; spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by a Pest Control Advisor in accordance with the Department of Pesticide Regulations.

PESTICIDE USAGE AND REPORTING

1. Contractor shall submit Pesticide Usage Report(s) to City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours and equipment.

a) Report(s) will provide all information needed, and in a format sufficient for all



annual reporting, including IPM and NPDES.

2. City IPM Policy encourages use of the least toxic pesticide required for effective control of a given pest.

#### PESTS AND DISEASES

1. All trees known or suspected to be diseased/infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.
2. All trees with known or suspected PHSB, Fusarium, Gold Spotted Oak Borer or other high priority pests/ pathogens as determined by the County. Contractor shall handle all debris in a manner consistent with newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.
3. Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as much off site.
4. No additional charges for disinfection or special handling shall be allowed.

#### PESTICIDE TREATMENT OF TREES

1. Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.
2. Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.
3. The following are pesticides that may be used on this Contract for treatment of Polyphagous Shot Hole Borer (PSHB), Golden Spotted Oak Borer (GSOB), Fusarium dieback and other pests. This list is not all inclusive or exhaustive.
  - a) Propiconazole
  - b) Tebuconazole
  - c) Thiabendazole
  - d) Enamectin benzoate
  - e) Imidacloprid
  - f) Dinotefuran
  - g) Bifenthrin
  - h) Carbaryl

D. TRAFFIC CONTROL

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect. The Contractor shall employ staff certified as Traffic Control Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA).

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.

Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

E. PUBLIC NOTICING OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers.

City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

F. CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight when feasible. Contractor's equipment may be stored overnight, with advance approval, in the City yards; however, the City will not be responsible for security of Contractor's equipment.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City staff or other authorized representative shall be the sole judge as to the adequacy of the cleanup.

G. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris

recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report:  
Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the City on a monthly basis.
2. Wood Chips:
  - a. Chips generated from pruning operations within the City may first be dumped at a City designated site.
  - b. At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.
3. Milling (additional service & cost):  
At the direction of the City, large tree trunks, which meet proper specifications, may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

#### H. PARKING

The City will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this contract. The vendor will hold the City harmless and release the City of liability as a result of theft or vandalism. Should a site not be available, then the vendor may park on City right-of-way near the project area(s).

#### I. INVOICE

Contractor shall be required to submit invoices on a bi-monthly basis. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

#### J. INSPECTIONS

The City or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

K. WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1. Defective or inadequate work not corrected.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. A reasonable doubt that the contract can be completed for the balance unpaid.

L. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. The City may modify these specifications with the joint approval of the Contractor and the City Purchasing Agent. All modifications shall be in writing.
2. In the event that the City should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
3. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
4. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
5. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within one hundred twenty (120) minutes of receipt of the call.

**EXHIBIT B****City of San Fernando****Tree Maintenance Services provided by West Coast Arborists, Inc.**

| DESCRIPTION                | UNIT     | SAN FERNANDO           | ROSEMEAD      | SAN FERNANDO            | COST   |
|----------------------------|----------|------------------------|---------------|-------------------------|--------|
|                            |          | CURRENT<br>UNIT PRICES |               | PROPOSED<br>UNIT PRICES |        |
| Annual Grid Pruning        | Each     | \$79.00                | \$ 70.00      | \$ 70.00                | -11.4% |
| Annual Palm Pruning        | Each     | \$79.00                | \$ 70.00      | \$ 70.00                | -11.4% |
| Annual Ficus Pruning       | Each     | \$158.00               | Based on size | Based on size           |        |
| Tree and Stump Removal     | Inch     | \$24.00                | \$ 38.00      | \$ 38.00                | 58.3%  |
| Tree Only Removal          | Inch     | \$13.00                | \$ 24.00      | \$ 24.00                | 84.6%  |
| Stump Only Removal         | Inch     | \$11.00                | \$ 14.00      | \$ 14.00                | 27.3%  |
| Plant 15 Gal w/ RB         | Each     | \$181.50               | \$ 164.00     | \$ 164.00               | -9.6%  |
| Plant 24" Box w/ RB        | Each     | \$282.00               | \$ 334.00     | \$ 334.00               | 18.4%  |
| Plant 36" Box Tree         | Each     | \$1,000.00             | \$ 854.00     | \$ 854.00               | -14.6% |
| Crew Rental                | Man Hour | \$79.00                | \$ 88.00      | \$ 88.00                | 11.4%  |
| Emergency Response         | Man Hour | \$134.00               | \$ 119.00     | \$ 119.00               | -11.2% |
| Specialty Equipment Rental | Hour     | \$168.00               | Varies        | Varies                  |        |
| Arborist Services          | Man Hour | \$134.00               | \$ 144.00     | \$ 144.00               | 7.5%   |
| GPS Tree Inventory         | Each     | \$2.50                 | \$ 5.00       | \$ 5.00                 | 100.0% |

*Rosemead's contract was approved on 7/23/19 by City Council.*

**City of Temple City**  
**Proposal submitted by West Coast Arborists, Inc.**

(f) It is expected that general, overhead, and administrative costs are included in the monthly fee. It will be assumed that all contingencies and/or anticipated escalations are included.

## 2. Price List

Complete the following list of tree maintenance needs:

| Description                   | Unit     | Price    |
|-------------------------------|----------|----------|
| Clearance Prune > 16 DSH      | Each     | \$45.00  |
| Clearance Prune 0-6 DSH       | Each     | \$25.00  |
| Clearance Prune 7-16 DSH      | Each     | \$35.00  |
| Emergency Response            | Man Hour | \$120.00 |
| Full Prune > 16 DSH           | Each     | \$295.00 |
| Full Prune 0-6 DSH            | Each     | \$65.00  |
| Full Prune 7-16 DSH           | Each     | \$135.00 |
| GPS Tree Inventory            | Each     | \$4.00   |
| Grid Prune                    | Each     | \$86.00  |
| Palm Prune                    | Each     | \$120.00 |
| Plant 15 Gal w/o RB           | Each     | \$175.00 |
| Plant 15 Gal w/ RB            | Each     | \$200.00 |
| Plant 24" Box w/o RB          | Each     | \$375.00 |
| Plant 24" Box w/ RB           | Each     | \$400.00 |
| Specialty Equipment Rental    | Hour     | \$145.00 |
| Stump Only Removal            | Inch     | \$20.00  |
| Tree & Stump Removal > 36 DSH | Inch     | \$45.00  |
| Tree & Stump Removal 0-36 DSH | Inch     | \$45.00  |

### Other Services

Attach additional pages, if necessary, for other services not listed above.

Are there any other additional or incidental costs that will be required by your company in order to meet the requirements of the Scope of Work? ☒ YES ☐ NO

If you answered "YES," please provide detail of said additional costs:

#### COOPERATIVE PURCHASING

It is intended that other public agencies (i.e., city, county, school district, special district, public authority, public agency, and other political sub-division of the State of California) and/or other City departments shall have the option to participate in any agreement created because of this Request for Proposal with the same terms and conditions as to the price of the product and/or service. The City shall incur no financial responsibility in connection with a purchase order from another public agency. Any public agency that "piggy-backs" on any negotiated contract between the City and Contractor shall accept sole responsibility for negotiating, placing orders, and making payment to Contractor. The Contractor may or may not agree to the cooperative purchasing clause. It is understood that not all terms, conditions, or scope of work from one agency contract for tree maintenance may not be fully acceptable to another agency. Agencies may modify specific items for the purpose of making the agreement acceptable and agreeable.


**WCA, INC. - PRICE SCHEDULE FOR "OTHER SERVICES"**
**CITY OF TEMPLE CITY  
RFP FOR TREE MAINTENANCE SERVICES**

| <u>Description</u>  | <u>Unit</u>         | <u>Unit Cost</u>  |
|---|---------------------|-------------------|
| <b>Crew Rental Services</b>   | <b>per man hour</b> | <b>\$105.00</b>   |
| The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work including tree care. When directed by City staff, trees requiring service before their regularly scheduled grid or annual trim, or to rectify a specific problem such as blocked street lighting or signs, providing right-of-way clearance for utility lines, or removing broken limbs may be performed under the Crew Rental rate. The use of crew rental may also be warranted due to inaccessibility, in park or slope locations, or non-linear tree pruning. <i>Typical work hours are from 7am – 4pm, Monday – Friday.</i> |                     |                   |
| <b>Ficus Tree Pruning</b>   | <b>per man hour</b> | <b>\$105.00</b>   |
| The crew and equipment can be modified to complete Ficus tree pruning. Costs include fuel, insurance, labor, and disposal.  |                     |                   |
| <b>Pruning for Crown Reduction</b>  | <b>per man hour</b> | <b>\$105.00</b>   |
| Should the City require crown reduction-type pruning, we will provide a crew to perform this work. The size of the crew and equipment will be determined based on the scope of work.  |                     |                   |
| <b>Tree Planting Services</b> (includes, labor, tree, stakes, ties and initial watering)  |                     |                   |
| <b>36-inch box tree</b>   | <b>Each</b>         | <b>\$1,500.00</b> |
| <b>48-inch box tree</b>   | <b>Each</b>         | <b>\$2,800.00</b> |
| <b>ISA Arborist Services</b>  |                     |                   |
| • Consulting Services including Report Writing (2-hour min.) Travel included  | <b>Per hour</b>     | <b>\$175.00</b>   |
| • Construction Project Inspection (2-hour min.)   | <b>Per hour</b>     | <b>\$175.00</b>   |
| • Presentation to City Council, etc. (2-hour min.)  | <b>Per Hour</b>     | <b>\$175.00</b>   |
| • Laboratory testing (i.e., Soil, limb, etc.)   | <b>Each</b>         | <b>Cost + 15%</b> |
| <b>Plant Health Care</b>  | <b>Per hour</b>     | <b>\$105.00</b>   |
| Rate excludes materials which may vary due to the diagnosis and prescription.   |                     |                   |

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Wendell Johnson, Director of Public Works

**Date:** November 18, 2024

**Subject:** Consideration to Accept the Department of Resources Recycling and Recovery Grant Funds from the Fiscal Year 2022-2023 Senate Bill 1383 Local Assistance Grant Program (OWR-4) for Implementation of the City's Senate Bill 1383 Program, and Adopt a Resolution Appropriating Funds

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the Department of Resources Recycling and Recovery (CalRecycle) Grant Funds from the Fiscal Year 2022-2023 Senate Bill 1383 ("SB 1383") Local Assistance Grant Program (OWR-4) (Attachment "A") in the amount of \$75,000 for the implementation of the City's SB 1383 Program;
- b. Adopt Resolution No. 8350 (Attachment "B") amending the Fiscal Year (FY) 2024-2025 Adopted Budget to appropriate grant expenditures and revenues; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. In September 2016, then-Governor Jerry Brown signed Senate Bill 1383 (SB 1383) to reduce emissions of short-lived climate pollutants through mandatory recycling of organic waste.
2. In January 2022, the Department of Resources Recycling and Recovery (CalRecycle) announced the availability of the SB 1383 Local Assistance Grant Program (LAGP) intended to provide jurisdictions with a one-time grant to assist in implementing the various programs.
3. On April 27, 2022, the City was awarded \$35,916 from the FY 2021-2022 SB 1383 LAGP to provide residents with organic recycling/composting containers free of charge and for consulting services to assist staff with the development of the City's organic procurement

**Consideration to Accept the Department of Resources Recycling and Recovery Grant Funds from the Fiscal Year 2022-2023 Senate Bill 1383 Local Assistance Grant Program (OWR-4) for Implementation of the City's Senate Bill 1383 Program, and Adopt a Resolution Appropriating Funds**

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program. To date, 1,112 free organic recycling/composting containers have been provided to San Fernando residents.

4. On November 14, 2023, the City submitted an application to the FY 2022-2023 SB 1383 LAGP to obtain \$75,000 in funding to continue implementation of the SB 1383 program.
5. On January 16, 2024, the City Council adopted Resolution No. 8281 (Attachment "C") which authorized the submittal of application(s) for all CalRecycle Grants, including the application for FY 2022-2023 SB 1383 LAGP, which the City is eligible.
6. On February 26, 2024, the City was notified by CalRecycle that it had been awarded \$75,000 in FY 2022-2023 SB 1383 LAGP funds.

**ANALYSIS:**

Implementing an organics recycling program, as required by SB 1383, is essential for reducing greenhouse gas emissions, diverting organic waste from landfills, and creating a more sustainable environment. Senate Bill 1383, enacted in California, mandates that municipalities reduce organic waste disposal by 75% by 2025, which includes food scraps, yard waste, and other biodegradable materials. Organic waste in landfills generates methane, a potent greenhouse gas, contributing significantly to climate change. By recycling organics, communities can produce valuable compost and renewable energy while also promoting soil health and reducing reliance on chemical fertilizers. These programs ultimately support a circular economy, fostering environmental stewardship and helping mitigate climate change impacts.

The SB 1383 LAGP, established in FY 2021-2022, is a CalRecycle administered non-competitive grant program established to assist local jurisdictions with the implementation of regulation requirements and programs associated with SB 1383 Organics Recycling. The grant provides funding for implementation of regulation requirements such as but not limited to capacity planning, collection, education and outreach, and procurement requirements. Examples of activities and programs that can be funded through this grant program include, but are not limited to:

- Capacity Planning;
- Enforcement and Inspection; and
- Procurement Requirements.

The City proposes to utilize the \$75,000 in FY 2022-2023 SB 1383 LAGP funds for the continued implementation of the City's SB 1383 program as required by SB 1383. The following is a breakdown of the project budget and related tasks.

**Consideration to Accept the Department of Resources Recycling and Recovery Grant Funds from the Fiscal Year 2022-2023 Senate Bill 1383 Local Assistance Grant Program (OWR-4) for Implementation of the City's Senate Bill 1383 Program, and Adopt a Resolution Appropriating Funds**

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| TASK                 | BUDGET   | TASK DETAIL   |
|----------------------|----------|---|
| Program Analysis     | \$18,900 | Consulting Services for maintaining, training, and updating the internal record-keeping system; prepare data for the Electronic Annual Report (EAR) for submission; conduct project reviews, participate in meetings, educate, and ensure the City is maintaining compliance; report on edible food recovery. |
| Edible Food Recovery | \$18,675 | Enforcement, educational outreach, and recordkeeping for all the targeted Edible Food Generators.   |
| Education            | \$1,675  | Outreach to the local community by tabling at events and providing interactive informational activities.  |
| Procurement          | \$35,750 | The purchasing of the compost based on the outcomes of the land analysis and procurement goal for the City in 2024.   |

If approved, staff will develop an implementation schedule and timeline to accomplish the tasks identified above. The status of SB 1383 LAGP Program Implementation will be added to the recurring City Council Enhancements, Projects and Priorities Report included in each City Council Agenda. Staff will follow the City's Purchasing Policy to procure the services funded through this grant.

**BUDGET IMPACT:**

The \$75,000 grant awarded by CalRecycle via the FY 2022-2023 SB 1383 LAGP is reimbursable. Per CalRecycle's grant guidelines, grant reimbursement requests are made on a quarterly bases. Adoption of the attached resolution is necessary to amend the FY 2024-2025 Adopted Budget to appropriate the grant revenues (110-3686-3631) and expenditures (110-350-3631-4270) for the CalRecycle Grant.

**CONCLUSION:**

It is recommended that the City Council accept grant funds from the Department of Resources Recycling and Recovery from Fiscal Year 2022-2023 SB 1383 Local Assistance Grant Program (OWR-4) and adopt a resolution appropriating the funds.

**ATTACHMENTS:**

- A. CalRecycle Award Notice
- B. Resolution No. 8350
- C. Resolution No. 8281

**From:** [Farrall, Annabel@CalRecycle](mailto:Farrall,Annabel@CalRecycle)  
**To:** [Kenneth Jones](#)  
**Cc:** [Nick Kimball](#)  
**Subject:** SB 1383 Local Assistance Grant Program (OWR4) – City of San Fernando – Award Notification  
**Date:** Monday, February 26, 2024 9:54:52 AM  
**Attachments:** [image001.png](#)  
[SB 1383 Local Assistance Terms and Conditions FY22-23.pdf](#)  
[Procedures and Requirements - SB 1383 Local Assistance Grant.pdf](#)

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**CAUTION: External Sender**

This email originated from outside of the organization. Exercise caution when clicking on links or opening attachments unless you recognize the sender and know the content is safe. Please report all suspicious emails to the IT Systems Administrator.

Congratulations! The Department of Resources Recycling and Recovery (CalRecycle) approved awards for the SB 1383 Local Assistance Grant Program, FY 2022-23. The Grant Award package consists of the following:

- [Exhibit A – Terms and Conditions](#)
- [Exhibit B – Procedures and Requirements](#)

Your specific award amount is \$75,000.

The grant award is subject to the conditions as stated in the [Request for Approval of Awards for SB 1383 Local Assistance Grant Program](#).

1. If the recommended grantee does not pay or bring current all outstanding debts or scheduled payments owed to CalRecycle within 60 calendar days of the date of this letter, then the proposed grantee will not have met the required conditions, and the award will be void.
2. The recommended grantee is responsible for submitting all outstanding documents required by CalRecycle during the application process, as well as those identified in the Application Guidelines and Instructions, prior to the release of funding.
3. The recommended grantee must have a valid Resolution in place within 60 days of the date of the award email.

Please note that your budget and activities have not yet been approved. I will be reaching out to you in the next few weeks to revise your budget and discuss eligible and ineligible costs. **Please do not incur costs until after a budget has been approved.** If costs are incurred prior to budget approval, they will be considered ineligible.

A formal Grant Agreement will not be sent out. The Application Certification submitted with your application will act as the agreement for this program.

Please retain all Grant Award package documents, which include Exhibits A and B for your records.

If you have any questions, please contact me at (916) 341-6296 or

[Annabel.Farrall@CalRecycle.ca.gov](mailto:Annabel.Farrall@CalRecycle.ca.gov).

I look forward to your participation in this grant program.

Sincerely,

**Annabel Farrall**

Program Advisor/Grant Manager

Financial Resources Management Branch

Department of Resources Recycling and Recovery (CalRecycle)

[Annabel.Farrall@CalRecycle.ca.gov](mailto:Annabel.Farrall@CalRecycle.ca.gov) (916) 341-6296

1001 I Street, Sacramento, CA 95814



# **Exhibit A**

## **Terms and Conditions**

### **SB 1383 Local Assistance Grant Program**

### **Fiscal Year 2022–23**

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the grantee for this grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the SB 1383 Local Assistance Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

### **Air or Water Pollution Violation**

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

### **Amendment**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

### **Americans with Disabilities Act**

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.



## **Assignment, Successors, and Assigns**

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

## **Audit/Records Access**

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions (Exhibit A) and Procedures and Requirements (Exhibit B) with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

## **Authorized Representative**

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

## **Availability of Funds**

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

## **Bankruptcy/Declaration of Fiscal Emergency Notification**

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

## **Charter Cities**

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

## **Child Support Compliance Act**

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## **Communications**

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

## **Compliance**

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

## **Conflict of Interest**

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person

rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

## **Contractors/Subcontractors**

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

## **Copyrights**

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive,

transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

## **Corporation Qualified to do Business in California**

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

## **Discharge of Grant Obligations**

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

## **Disclaimer of Warranty**

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

## **Discretionary Termination**

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

## **Disputes**

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies

that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

## **Drug-Free Workplace Certification**

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The grantee's policy of maintaining a drug-free workplace.
  - (3) Any available counseling, rehabilitation, and employee assistance programs.
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
  - (1) Receive a copy of the drug-free policy statement of the grantee.
  - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future State agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

## **Effectiveness of Agreement**

This Agreement is of no force or effect until signed by both parties.

## **Entire Agreement**

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

## **Environmental Justice**

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

## **Failure to Perform as Required by this Agreement**

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

In addition to forfeiture of grant funds, failure to perform as required by this Agreement may impact Grantee's eligibility for future grants offered by CalRecycle.

## **Force Majeure**

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

## **Forfeit of Grant Funds/Repayment of Funds Improperly Expended**

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

## **Generally Accepted Accounting Principles**

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

## **Grant Manager**

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to

ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

## **Grantee Accountability**

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

## **Grantee's Indemnification and Defense of the State**

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

## **Grantee's Name Change**

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

## **In Case of Emergency**

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

## **Limited Waiver of Sovereign Immunity and Consent to Jurisdiction**

The Grantee expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of CalRecycle, but not as to any other person or entity, as to any dispute which specifically arises under this Agreement and not as to any other action, matters or disputes.

The Grantee does not waive its sovereign immunity with respect to (i) actions by third parties, except for parties acting on behalf of, under authorization from the Grantee or CalRecycle, or (ii) disputes between the Grantee and CalRecycle which do not specifically arise under this Agreement. The Grantee further agrees that exhaustion of tribal administrative remedies, including before any tribal court, shall not be required prior to proceeding to filing a complaint in the appropriate court of law; and

The Grantee and CalRecycle agree that any monetary damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred based on obligations contained in this Agreement that have been demonstrated with substantial certainty and which do not, in any event, exceed the total amount of the award under this Agreement. The Grantee and CalRecycle agree not to assert any claim for damages, injunctive, or other relief which is not consistent with the provisions of this Agreement; and

The Grantee and CalRecycle may seek, and the Grantee may seek after it has exhausted any available remedy through the Government Claims Program and the Program so approves, judicial review for breach of contract in the State Superior Court for Sacramento County, including any appellate proceedings. The Grantee and CalRecycle expressly consent to the jurisdiction of such Court, provided that:

- (a) No person or entity other than the Grantee and CalRecycle is a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Grantee or CalRecycle in respect to any such third party.
- (b) The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

Nothing in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Grantee with respect to intervention by any additional party not deemed an indispensable party to the proceeding. Unless otherwise agreed by the Grantee and CalRecycle, any dispute resolution meetings or communications, or mediation, shall be in the context of a settlement discussion to potential litigation and remain confidential to the extent not prohibited by applicable law.



## **No Agency Relationship Created/Independent Capacity**

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

## **No Waiver of Rights**

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

## **Non-Discrimination Clause**

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

## **Order of Precedence**

The performance of this grant shall be conducted in accordance with the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

## **Ownership of Drawings, Plans and Specifications**

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

## **Payment**

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements (Exhibit B).
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent) retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

## **Personnel Costs**

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate

share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

## **Real and Personal Property Acquired with Grant Funds**

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle. Grantee's violation of this provision shall result in Grantee's reimbursement to CalRecycle of the amount of grant funds used to purchase said equipment and supplies.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

## **Reasonable Costs**

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.

- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

## **Recycled-Content Paper**

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

## **Reduction of Waste**

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

## **Reduction of Waste Tires**

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

## **Reimbursement Limitations**

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

## **Reliable Contractor Declaration**

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](https://www.calrecycle.ca.gov/laws/regulations/title14) (<https://www.calrecycle.ca.gov/laws/regulations/title14>), Division 7, has occurred with respect to the contractor or subcontractor within the

preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

## **Remedies**

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

## **Self-Dealing and Arm's Length Transactions**

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

## **Severability**

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

## **Site Access**

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

## **Stop Work Notice**

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

## **Termination for Cause**

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to

this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

## **Time is of the Essence**

Time is of the essence to this Agreement.

## **Tolling of Statute of Limitations**

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

## **Union Organizing**

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (B) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

## **Venue/Choice of Law**

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

## **Waiver of Claims and Recourse against the State**

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

## **Work Products**

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

## **Workers' Compensation/Labor Code**

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



**September 2023**

**Department of Resources Recycling and Recovery**

# **Exhibit B**

## **Procedures and Requirements SB 1383**

### **Local Assistance Grant Program**

#### **Fiscal Year 2022–23**

**Copies of these Procedures and Requirements must be shared with both the Finance Department and the staff responsible for implementing the grant activities.**



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## Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the SB 1383 Local Assistance Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements.

In a Regional Grant, the term “grantee” used throughout this document refers to the Lead Participant (Lead). The Lead is designated to act on behalf of all Non-Lead Participant(s). The Lead manages the grant, is responsible for the performance of the grant and all required documentation and administers the grant funds to its Non-Lead Participants on its behalf.

This document is attached to, and incorporated by reference, into the Grant Agreement.

## Milestones

**Notice to Proceed Date: Grant Term Begins** on the date that CalRecycle sends the award email.

**October 1, 2024:** Progress Report 1 Due

**April 1, 2025:** Progress Report 2 Due

**October 1, 2025:** Progress Report 3 Due

**April 1, 2026:** Final Report Due

**April 1, 2026:** Grant Term End

## Grants Management System (GMS)

GMS is CalRecycle’s web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle’s WebPass page](https://secure.calrecycle.ca.gov/WebPass/) (<https://secure.calrecycle.ca.gov/WebPass/>).

## Accessing the Grant

Grantees must [log in to GMS](https://secure.calrecycle.ca.gov/Grants) (<https://secure.calrecycle.ca.gov/Grants>) using their web pass. After logging in, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab:** Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab:** Grantee requests reimbursement.
- **Reports tab:** Grantee uploads required reports.

- **Documents tab:** Grantee uploads all other grant documents that are not supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

## Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the “Allow Access” check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

## Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

### Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in [section 17050 of Title 14](https://www.calrecycle.ca.gov/Laws/Regulations/Title14/) (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the [CalRecycle Unreliable Contractor List](https://www.calrecycle.ca.gov/Funding/Unreliability/) (<https://www.calrecycle.ca.gov/Funding/Unreliability/>) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from [CalRecycle's Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms/) (<https://www.calrecycle.ca.gov/Funding/Forms/>).

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

# Grant Term

The Grant Term begins on the date CalRecycle sends the award email, which is the formal notification from CalRecycle authorizing the grantee to begin the grant project and ends on April 1, 2026. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to the grant term start date or after the end date are not eligible for reimbursement.

The Final Report is due on April 1, 2026.

## Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts on the date CalRecycle sends the award email and ends on April 1, 2026. (All grant expenditures must be for activities, products, and costs specifically included in the approved Budget. Costs must be incurred after the term start date and before the end of the Grant Term. All services must be provided, and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services in the progress report.

Eligible costs are limited to the following:

- Personnel
- Consultants
- Safety Equipment
- Vehicles/Trucks/Trailers
  - Vehicles/tractors/trailers, turf tires, forklifts or compost slingers

**Note:** The Grantee needs to own and control all items if they do not have a service agreement with a food recovery facility/hub, however the Grantee may allow a food recovery facility/hub to use the vehicle for grant implementation purposes.

- Mobile pantries
- Education and Outreach materials
  - Print Media
  - Television, radio, video, and social media
  - Materials offered in other languages
- Door-to-Door Outreach
- Signage
- Conferences and symposiums (requires Grant Manager pre-approval)
- Recordkeeping or tracking software
  - Software to match donor with food bank
  - Recordkeeping/reporting software
  - Procurement tracking software
  - Apps for food recovery
  - Mobile app development
- Inspections and Enforcement
- Training
  - Mileage
  - Educational materials

- Tablet/Electronic Devices (seven inches or more measured diagonally) used for the purposed of organic tracking and Education and Outreach
  - Maximum price of \$500 (excluding sales tax) and limit to one (exceptions may be approved on a case-by-case basis)
  - Accessories used for security, protection, and charging
- Equipment
  - Food dehydrator
  - Personal protection equipment
  - Food distribution – including refrigeration, coolers, and packing materials.  
**Note:** The Grantee needs to own and control all items if they do not have a service agreement with a food recovery facility/hub, however the Grantee may allow a food recovery facility/hub to use the vehicle for grant implementation purposes.
- Bins and lids
  - Includes, but is not limited to, curbside, small household food waste pail, labeling, and liners
- Procurement of recovered/recycled organic products
- Food safety certification
- Cameras to prevent contamination
- Edible Food Recovery projects
  - Grantees are encouraged to use a percentage of grant funds for Edible Food Recovery projects.
- Food Waste Prevention projects
  - Projects that prevent food waste from being generated and becoming waste that is normally destined for landfills. Examples of food waste prevention projects include, but are not limited to:
    - Modernizing production and handling practices to prevent and reduce food preparation waste.
    - Identifying and modifying ordering practices that result in measurable decreases in food waste.
    - Creating and expanding education and outreach programs that result in quantifiable reductions in food waste.

## Ineligible Costs

Any costs not directly related to SB 1383 implementation are ineligible for reimbursement. The grantee should contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to the Term Start Date
- Development, purchase, or distribution of strictly promotional give-away items [Stuff We All Get, \(SWAG\)](https://calrecycle.ca.gov/funding/acronyms/swag/) (<https://calrecycle.ca.gov/funding/acronyms/swag/>)
- Purchase or lease of land or buildings
- Equipment or services not directly related to grant implementation
- Food liquefiers
- Food recovery facility rent (without service agreement)
- Disposal costs
- Costs currently covered by or incurred under any other CalRecycle loan, grant, or contract
- Cell phones

- Purchase of data plans and/or mobile service plans/hotspots
- Costs related to website host and web page domain
- Audit expenses
- Sponsorship or licensing fees for events/programs
- Food or beverages (e.g., as part of meetings, workshops, or events)
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
  - Refer to the [Memorandum for travel policies](https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) (<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>).
  - Reimbursement rates are subject to change at any time by the State of California without prior notification.
- Personnel costs not directly related to grant activities
- Fines or penalties due to violation of federal, state, or local laws, ordinances, or regulations
- Any costs for construction projects by charter cities prohibited by Labor Code section 1782.
- Any costs not consistent with local, state, or federal laws, guidelines, and regulations
- Costs deemed unreasonable or not related to the project by the Grant Manager
- The total amount of indirect costs charged to the grant shall not exceed 10 percent of the grant funds reimbursed. These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries as well as contractor's indirect costs in their contracts, are examples of indirect costs. All indirect costs charged to the grant must be associated with grant activities.

## Modifications

The grantee must submit any proposed revision(s) to the Budget in writing to the Grant Manager. The grantee may not incur costs or make expenditures based on the revision without first receiving the Grant Manager's written approval. Proposed revisions must be clearly marked in the Budget document and must be accompanied by a summary of proposed changes or modifications, including justification for the proposed changes. If approved, the Grant Manager will upload the revised Budget to GMS and notify the grantee. The grantee may submit proposed revisions in conjunction with a Progress Report, but they cannot be submitted as part of the Progress Report. The grantee should retain the approval document(s) for audit purposes. See the "Audit Record/Access" section of the Terms and Conditions (Exhibit A).

## Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan. Please contact your Grant Manager for the CalRecycle logo.

The following items require acknowledgement of funding from CalRecycle and pre-approval from the CalRecycle Grant Manager prior to incurring the expense:

- All television, radio and video scripts
- Functional premiums, if the per unit price is greater than \$6.00
- Advertisements
- Audio and/or visual material
- Brochures
- Newspaper ads
- Pamphlets
- Other outreach

All publicity and education materials must include the following:

1. “Funded by a grant from CalRecycle.” Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line or if it would interfere with the message.
  - There are two acceptable Spanish translations: “Financiado por una beca del CalRecycle” or “Patrocinado por fondos del CalRecycle.” For other languages, the Grantee must work with a certified translator or person fluent in reading and writing that language. All exceptions must be pre-approved in writing by the CalRecycle Grant Manager.
2. [CalRecycle logo](https://www.calrecycle.ca.gov/gallery/) (<https://www.calrecycle.ca.gov/gallery/>) as reflected on the CalRecycle website, can be obtained from the Office of Public Affairs at [opa@calrecycle.ca.gov](mailto:opa@calrecycle.ca.gov).
3. Press Releases – the only requirement is to place the name of “CalRecycle” as an acknowledgement in the body of the release.

## Reporting Requirements

The Grant Agreement requires three Progress Reports and a Final Report; however, the Grant Manager may require additional Progress Reports at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date may result in rejection of the report and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The grantee must upload all reports in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above).

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
  - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
  - The maximum allowable file size for each document is 35MB.
  - The maximum character limit is 60.
  - Do not include special characters in file names.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.



The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, rejection of the Payment Request, and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. The grantee must report any problems or delays immediately to the Grant Manager.

## Electronic and Original Signatures

CalRecycle requires certified e-Signature on documents or forms that certify legally binding information.

**Note:** E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be the “Fill and Sign” function within Adobe. Any documents using the “Fill and Sign” method is considered incomplete and may be sent back to the grantee.

If you have questions, email [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov).

## Progress Report

The grantee must submit a **Progress Report** by the due dates listed in the Milestones Section of this document. CalRecycle will provide the reporting template at a later date. These reports should cover grant activities that occurred within the specified reporting period.

## Final Report

The Final Report is due **April 1, 2026**. The reporting template will be provided at a later date. This report should cover grant activities **from the Term Start Date** through **April 1, 2026**. The grantee must include the following items in the Final Report:

- The Grant Number, grantee’s name, and Grant Term.
- The following disclaimer statement on the cover page:  
“The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text.”

## Grant Payment Information

- CalRecycle will only make grant payments to the grantee. It is the grantee’s responsibility to pay all contractors and subcontractors for purchased goods and services. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit.
- The grantee must provide a [Reliable Contractor Declaration \(CalRecycle 168\)](https://www.calrecycle.ca.gov/Funding/forms/) (<https://www.calrecycle.ca.gov/Funding/forms/>) signed under penalty of perjury by the grantee’s contractors and subcontractors in accordance with the “Reliable Contractor Declaration” section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to

commencement of work. See the “Reliable Contractor Declaration” section in Terms and Conditions (Exhibit A) for more information.

## Reporting and Documentation

The grantee must submit all expenditures in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above). Please refer to the “Milestones” section (above) for required due dates.

To submit Supporting Documentation:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
  - a. Choose **Advance Reconcile** for the **Transaction Type** and enter the amount spent in each budget subcategory.
  - b. When the transaction is complete, click the **Save** button.
  - c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
  - a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.
  - b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
  - c. The maximum allowable file size for each document is 35MB.
  - d. The maximum character limit is 60.
4. Do not include special characters in file names. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.

**Note:** Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

## Supporting Documentation

- **Expenditure Itemization Summary (EIS)**
  - All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the grantee’s Budget tab.
  - Grantees are required to maintain supporting documentation pertaining to the EIS and may be required to provide them at the request of the Grant Manager at any time.

**Note:** CalRecycle will provide a template at a later date.
- **Certification Document**
  - The Signature Authority will need to certify under penalty of perjury that information provided in the EIS is correct.

**Note:** CalRecycle will provide a template at a later date.
- **Personnel Expenditure Summary (PES) (CalRecycle 165)**
  - A Personnel Expenditure Summary should be submitted if salaries are included. Salaries include government taxes and benefits.

- Document personnel expenditures based on actual time spent on grant activities and actual amounts paid to personnel.
- **Travel Expense Log (CalRecycle 246)**
  - A Travel Expense Log should be submitted if vehicle mileage is included for reimbursement in the payment request. Only travel expenses directly related to the implementation of the grant can be claimed. Mileage will be reimbursed at the State rate.
- **Cost and Payment Documentation**
  - Acceptable cost and payment documentation must include at least one of each of the following.
    - Invoices, receipts, or purchase orders must include the vendor's name and telephone number, address, description of goods or services purchased, amount due, and date. The claimed expenses should be highlighted and identified with applicable task number on each invoice.
  - Proof of payment may include:
    - copy of cancelled check(s) that shows an endorsement from the banking institution
    - invoice(s) showing a zero balance, or stamped "paid" with a check number, date paid, and initials
    - accounting system report from local government if it contains the vendor name, date of invoice, invoice number, check number or internal ID, and date amount was paid
    - bank statement(s) along with a copy of the endorsed check or invoice showing the check number
    - copy of an electronic funds transfer confirmation
    - copy of a credit card statement(s)
  - The Grant Manager may require additional cost and payment documentation as necessary to verify eligible costs.

Most forms listed above are available on the [CalRecycle Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms) (<https://www.calrecycle.ca.gov/Funding/Forms>).

### **Unspent Funds**

Funds that are unspent at the end of the grant term must be returned by check to CalRecycle by April 1, 2026. Checks should be made payable to the Department of Resources Recycling and Recovery. Checks must contain the Grant Number (i.e., OWR4-22-xxxx), specify "SB 1383 Local Assistance Grant Unspent Funds," and be mailed to:

CalRecycle Accounting  
SB 1383 Local Assistance Grant Unspent Funds  
PO Box 4025  
Sacramento, CA 95812-4025

Unspent funds due to CalRecycle but left unpaid may result in ineligibility for future grant and payment program funding. If there are questions or other issues related to expenditures, work with your Grant Manager to resolve these issues.

## **Audit Considerations**

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. CalRecycle may stipulate a longer period of records retention in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments if any relating to the Budget or Work Plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices, and cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.

RESOLUTION NO. 8350

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 ADOPTED ON JULY 1, 2024, APPROPRIATING FUNDS FROM THE DEPARTMENT OF RESOURCES AND RECOVERY FISCAL YEAR 2022-2023 SENATE BILL 1383 LOCAL ASSISTANCE GRANT PROGRAM (OWR-4) FOR IMPLEMENTATION OF THE CITY'S SENATE BILL 1383 PROGRAM**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2024-25, commencing July 1, 2024, and ending June 30, 2025; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS**, the City requires funding from the Department of Resources Recycling and Recovery via the Fiscal Year 2022-2023 SB 1383 Local Assistance Grant Program (OWR-4) for continued implementation of the City's SB 1383 program; and

**WHEREAS**, the annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025, a copy of which is on file in the City Clerk's Office, was adopted on July 1, 2024.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The following adjustments are made to the City Budget:

CAPITAL GRANTS: FY 2022-2023 SB 1383 Local Assistance Grant Program (OWR-4)

|                          |          |
|--------------------------|----------|
| Increase in Expenditures |          |
| 110-3686-3631            | \$75,000 |

|                      |          |
|----------------------|----------|
| Increase in Revenues |          |
| 110-350-3631-4270    | \$75,000 |

**SECTION 2.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED THIS 18<sup>th</sup> day of November, 2024.**

\_\_\_\_\_  
Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

**ATTEST:**

\_\_\_\_\_  
Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8350, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof, held on the 18<sup>th</sup> day of November 2024, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November 2024.

---

Julia Fritz, City Clerk

RESOLUTION NO. 8281

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL  
CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY  
(CALRECYCLE) GRANTS FOR WHICH THE CITY OF SAN FERNANDO IS  
ELIGIBLE**

**WHEREAS**, Public Resources Code sections 40000 et seq. authorizes the California Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

**WHEREAS**, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The City Council of the City of San Fernando authorizes the submittal of application(s) to CalRecycle for all grants for which the City of San Fernando is eligible.

**SECTION 2.** The City Manager, or his designee is hereby authorized and empowered to execute in the name of the City of San Fernando all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

**SECTION 3.** This authorization is effective until rescinded by the Signatory Authority or this governing body.

**SECTION 4.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED THIS 16<sup>th</sup> day of January 2024.**

  
\_\_\_\_\_  
Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

**ATTEST:**

  
\_\_\_\_\_  
Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8281 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 16<sup>th</sup> day of January, 2024, by the following vote of the City Council:

**AYES:** Solorio, Mendoza, Rodriguez

**NAYS:** None

**ABSENT:** Fajardo

**ABSTAINED:** None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 17<sup>th</sup> day of January, 2024.

  
\_\_\_\_\_  
Julia Fritz, City Clerk





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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Wendell Johnson, Director of Public Works  
Manuel Fabian, Civil Engineering Assistant II

**Date:** November 18, 2024

**Subject:** Consideration to Approve the Color Scheme for Exterior Painting of City Hall and the Police Department

### RECOMMENDATION:

It is recommended that the City Council approve the final color scheme for the exterior painting of the San Fernando Civic Center, including City Hall and the Police Department (Attachment "A").

### BACKGROUND:

1. On September 6, 2022, the City Council adopted Resolution No. 8175 which appropriated \$4,200,000 in American Rescue Plan Act (ARPA) funding towards specified programs and projects, including \$100,000 for the City Hall Beautification (exterior painting) project.
2. On June 3, 2024, a Notice Inviting Bids for the exterior painting of City Hall was advertised on the City's website, local newspaper, and various trade publications.
3. On July 11, 2024, ten (10) bids were received and opened by the City Clerk.
4. In July 2024, staff reviewed the bids and determined US National Corp (USNC) dba Jimenez Painting Company as the lowest responsive bidder.
5. On August 5, 2024, the City Council awarded Contract No. 2279 to USNC dba Jimenez Painting Company in the amount of \$39,880 and authorized staff to increase the scope to include additional work not-to-exceed \$100,000. With the additional funding, staff secured a quote to paint the exterior of the Police Department and the interior lobby of City Hall. A change order for \$59,890 was executed on September 11, 2024, to cover this additional work.
6. On October 7, 2024, the City Council pulled Agenda Item No. 2 (City Council Enhancements, Priorities, and Projects) from the Consent Calendar and directed staff to return to the next regular meeting with additional paint renderings and future maintenance plans.

## Consideration to Approve the Color Scheme for Exterior Painting of City Hall and the Police Department

Page 2 of 3

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7. On October 21, 2024, the City Council reviewed and discussed a number of renderings to determine the most desirable color scheme for the Civic Center area. A selection was tentatively made with minor changes and direction given to include the final color scheme on the Consent Calendar at the next regular meeting to provide City Council with one final opportunity to approve the color scheme prior to commencement of work.

### **ANALYSIS:**

Enhancing and beautifying city facilities provides numerous benefits, improving not only the aesthetic appeal but also fostering a sense of community pride and engagement. Attractive, well-maintained public spaces create a welcoming environment that can spur economic development and enhance the quality of life for residents. Furthermore, investing in the upkeep of city facilities can extend the longevity of structures, reduce long-term maintenance costs by preventing damage, and promote a greater sense of safety and well-being among community members.

The City Hall Beautification Project includes minor wall repairs, pressure washing block walls, and applying wood stain to various surfaces. Importantly, City Hall will remain open to the public during the project to ensure continued access to services.

At the October 7, 2024 City Council meeting, several color schemes for both City Hall and the Police Department buildings were presented. The Council directed staff to explore additional options, including a Spanish-style color palette, and to develop a comprehensive maintenance plan. Using darker colors along the top of the buildings may help reduce maintenance needs, as they can better conceal potential dirt and water stains, making them less visible compared to lighter shades.

At the October 21, 2024 City Council meeting, additional color schemes for both City Hall and Police Department were presented to City Council. A selection was made for the Police Department (Attachment "B"). A tentative selection was made for City Hall with a request for minor changes to the rendering, including changing the color of the accent to Espresso Macchiato (entryway at the front of the building), the relocation of the City seal on the frontage of the building from its current location to the upper section of the arch, and the addition of "CITY HALL" lettering (signage) on the accent of City Hall similar to that of the Police Department building. City Council directed staff to provide the schemes with their recommendations incorporated and be presented at the next meeting (Attachment "A").

Once a selection is made, the Contractor will resume the project which also includes minor wall repairs, pressure washing block walls, and applying wood stain to various surfaces. It should be noted that the additional signage is outside the expertise of Jimenez Painting Company, staff will procure the expertise of a sign company to design, manufacture and install the sign under a separate agreement. Staff will return to City Council with the signage design for approval.

## **Consideration to Approve the Color Scheme for Exterior Painting of City Hall and the Police Department**

Page 3 of 3

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### **BUDGET IMPACT:**

There is no budget impact for the selection of the colors. Sufficient funding is included in the FY 2024-2025 Adopted Budget utilizing ARPA Funding for the exterior painting of City Hall and the Police Department. Staff will return to City Council with the additional City Hall signage design and details regarding funding once proposals are received.

### **CONCLUSION:**

It is recommended that the City Council approve the color scheme for the exterior painting of City Hall.

### **ATTACHMENTS:**

- A. Color Scheme – City Hall
- B. Color Scheme – Police Department





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# San Fernando City Hall

Yesenia Canas, Property Services Representative, 818-281-3116, yesenia.canas@dunnedwards.com



ORIGINAL PHOTO

## Color Schemes For Your Consideration

DUNN-EDWARDS® Color Rendering Department





perfect palette®

# San Fernando City Hall

Yesenia Canas, Property Services Representative, 818-281-3116, yesenia.canas@dunnedwards.com



ORIGINAL PHOTO

## Color Schemes For Your Consideration

DUNN-EDWARDS® Color Rendering Department





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# San Fernando City Hall

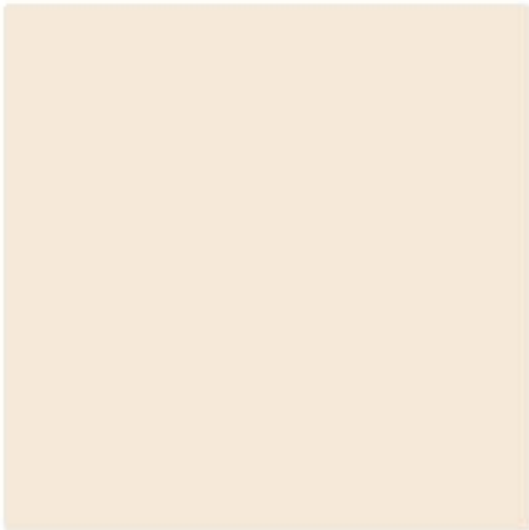
Yesenia Canas, Property Services Representative, 818-281-3116, yesenia.canas@dunnedwards.com



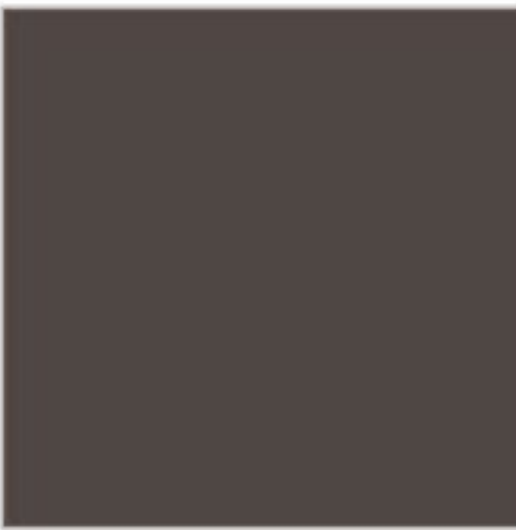
Scheme

4

- 1 Upper Body - La Habra Stucco
- 2 Bottom Body - La Habra Stucco
- 3 Tile - DET680 Espresso Macchiato
- 4 Lettering - DET680 Espresso Macchiato
- 5 Accent - La Habra Stucco
- 6 Railings - DET680 Espresso Macchiato



1 2 5



3 4 6

## DISCLAIMER

Paint colors represented are approximations and are not exact matches.  
No guarantee is intended and approval of final colors, and color placement is the responsibility of the building owner or the owner's agent.





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# San Fernando City Hall

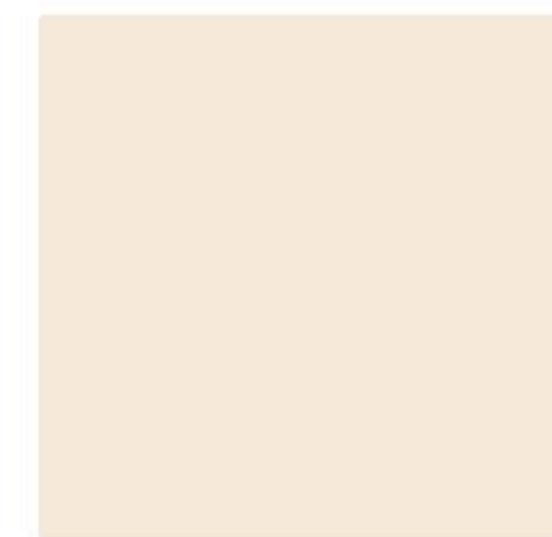
Yesenia Canas, Property Services Representative, 818-281-3116, yesenia.canas@dunnedwards.com



Scheme

# 4

- 1** Upper Body - La Habra Stucco
- 2** Bottom Body - La Habra Stucco
- 3** Tile - DET680 Espresso Macchiato
- 4** Lettering - DET680 Espresso Macchiato
- 5** Accent - La Habra Stucco
- 6** Railings - DET680 Espresso Macchiato



**1 2 5**



**3 4 6**

## DISCLAIMER

*Paint colors represented are approximations and are not exact matches.  
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# San Fernando Police Station

Yesenia Canas Property Sales Representative, 818-281-3116, yesenia.canas@dunnedwards.com



ORIGINAL PHOTO

## Color Schemes For Your Consideration

DUNN-EDWARDS® Color Rendering Department





Scheme

# 4

- 1** Upper Body - La Habra Stucco
- 2** Bottom Body - La Habra Stucco
- 3** Tile - DET680 Espresso Macchiato
- 4** Lettering - DET680 Espresso Macchiato
- 5** Utility Door - DET680 Espresso Macchiato
- 6** Railings - DET680 Espresso Macchiato



**1 2**



**3 4 5 6**

## DISCLAIMER

Paint colors represented are approximations and are not exact matches.

No guarantee is intended and approval of final colors, and color placement is the responsibility of the building owner or the owner's agent.

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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Wendell Johnson, Director of Public Works

**Date:** November 18, 2024

**Subject:** Consideration to Approve the Purchase of Four Police Vehicles and Installation of Required Emergency Equipment, Adopt a Resolution to Appropriate the Funds, and Approve Disposition of Surplus City-Owned Vehicles

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the purchase of four (4) 2025 Ford Explorer police vehicles from National Auto Fleet Group through Sourcewell's Cooperative Purchasing Program Contract #091521-NAF (Attachment "A"), in accordance with Chapter 2, Article VI, Division 6, Section 2-802 of the City of San Fernando Municipal Code;
- b. Authorize the City Manager to execute a Purchase Order with National Auto Fleet Group in an amount not to exceed \$245,213 for the purchase of the four (4) vehicles;
- c. Approve a contingency up to \$24,521 for any additional costs due to unforeseen vehicle purchase related costs;
- d. Approve the purchase of required emergency equipment for outfitting the vehicles in an amount not to exceed \$70,582 with a 10% contingency for unforeseen costs associated with equipment installation through an existing agreement with Dana Safety Supply, Inc.;
- e. Approve the purchase and installation of required emergency police radio equipment for the new canine vehicle in an amount not to exceed \$11,767 through an existing purchase order with Bearcom Inc.;
- f. Adopt Resolution No. 8345 (Attachment "B") to appropriate Equipment Maintenance and Replacement Fund balance in the amount of \$352,083 for the purchase of Police fleet vehicles and the cost associated with outfitting of the vehicles with emergency police equipment;

**Consideration to Approve the Purchase of Four Police Vehicles and Installation of Required Emergency Equipment, Adopt a Resolution to Appropriate the Funds, and Approve Disposition of Surplus City-Owned Vehicles**

Page 2 of 5

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- g. Declare all vehicles listed in Attachment “C” as surplus and authorize the City Manager, or designee, to dispose of surplus City-owned vehicles, in accordance with Chapter 2, Article VI, Division 7, of the San Fernando Municipal Code (SFMC); and
- h. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

**BACKGROUND:**

- 1. In 2015, the City established an Equipment Replacement Fund to set aside funds to replace vehicles on a replacement cycle based on the typical useful life of a particular vehicle type/use.
- 2. On December 6, 2021, the City Council approved a five-year Professional Services Agreement with Bear Communications Inc for City-Wide Radio System and Wireless Broadband Video Network Maintenance Services.
- 3. On March 7, 2022, the City Council approved a five-year purchase order for the purchase and installation of safety equipment for police patrol vehicles with Dana Safety Supply, Inc.

**ANALYSIS:**

A well-maintained police fleet is essential for effective law enforcement, public safety, and efficient operations. Reliable vehicles ensure officers can respond promptly and safely during emergencies, minimizing risks associated with breakdowns in critical situations. A dependable fleet also projects professionalism, helping to build public trust and confidence in the police department. Operationally, well-kept vehicles reduce downtime and repair costs, supporting efficient and cost-effective policing. Police vehicles typically have a useful life of four (4) years, with factors like usage intensity and maintenance affecting their longevity. High-demand roles, such as regular pursuits, emergency responses, and accelerate wear and tear; while regular maintenance can extend a vehicle’s lifespan keeping them safe and reliable. As vehicles age, however, they may become less fuel-efficient and incur higher repair costs, prompting departments to regularly assess fleet performance and replace vehicles as needed. Thoughtful management of the fleet’s lifecycle is crucial for ensuring officer safety, community trust, and sustained law enforcement effectiveness.

The Police Department is requesting authorization to replace four (4) vehicles, which have exceeded their useful life and are fully amortized through the Equipment Replacement Fund. The vehicles being replaced include three (3) patrol vehicles and one (1) canine vehicle.



**Consideration to Approve the Purchase of Four Police Vehicles and Installation of Required Emergency Equipment, Adopt a Resolution to Appropriate the Funds, and Approve Disposition of Surplus City-Owned Vehicles**

Page 3 of 5

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When the City is evaluating the need to replace specific vehicles, the following items are first taken into consideration: current level of reliability; annual costs to maintain; and the overall safety of the vehicle.

Four (4) vehicles (Attachment "C") have been identified as being "beyond their useful life" and thus have been designated (recommended) for replacement and surplus. "Beyond their useful life" was determined based on the following reasons:

- All four (4) vehicles have been in service since 2017 (Useful life is four (4) years) almost all exceed 70,000 miles.
- Each has experienced a number of mechanical issues resulting in high repair costs related to electrical, transmission, air conditioning, suspension, and overall reliability; electrical and transmission issues being the most prominent.
- Due to their age, none of the vehicles are under warranty.

Staff is also requesting approval to retain the 2017 Police Canine vehicle, rather than surplus it, as a backup should the new Canine Vehicle be unavailable due to repairs or other unforeseen circumstances. Police Canine vehicles require specific modifications, such as bespoke climate control and containment areas, that are not available in standard patrol vehicles. Additionally, due to the wear and tear caused by working dogs, regular patrol cars are quickly damaged, making a dedicated backup Canine Vehicle essential. Staff is recommending that the current canine unit be retained as a backup to ensure continuity in case of maintenance or emergencies. Retaining this vehicle as a backup will require an additional emergency police radio system to keep the backup Canine Vehicle fully operational.

All four (4) vehicles are proposed to be purchased from National Auto Fleet Group via a Sourcewell cooperative agreement, which was awarded through a competitive bidding process. Purchasing the vehicles in this manner is in accordance with the City's Purchasing Ordinance, which authorizes cooperative purchasing through piggybacking. In accordance with the provisions of the Purchasing Ordinance, the vehicles are offered by the vendor at the same terms, conditions and price as described in the contract with Sourcewell (Attachment "A"). Vehicles will be outfitted with required emergency equipment through an active purchase order the City has with Dana Safety Supply, Inc.

Vehicle Purchasing and Equipment Installation Costs.

The Police Department plans to purchase and equip four (4) new police vehicles to replace aging units in the fleet. On November 5, 2024, staff received a quote from National Auto Fleet Group for the purchase of the vehicles at \$245,213 (Attachment "F"). Additional quotes were received on August 29, 2024, from Dana Safety Supply, Inc. for emergency equipment installation across all four (4) vehicles at \$70,582 (Attachment "E") and from Motorola Solutions, through Bear

**Consideration to Approve the Purchase of Four Police Vehicles and Installation of Required Emergency Equipment, Adopt a Resolution to Appropriate the Funds, and Approve Disposition of Surplus City-Owned Vehicles**

Page 4 of 5

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Communications Inc., for radio equipment in one (1) vehicle at \$11,767 (Attachment “D”). The combined cost for the purchase and equipping of these vehicles totals \$327,562, funded through the Police Department’s existing fleet replacement budget.

**Vehicle Surplus.**

The City maintains an Equipment Replacement Fund to set-aside funding annually to implement the Vehicle Replacement Program (VRP). The VRP strategically rotates out older, damaged, less efficient, redundant, or non-functional vehicles and other rolling equipment from the City’s fleet based on a mechanical evaluation and useful life determination. As vehicles are replaced through the VRP, they are eligible to be sold as surplus property. An inventory of vehicles recommended to be designated as surplus property, along with the condition/reason for disposition, is included as Attachment “C.” In total five (5) vehicles, comprised of three (3) 2017 Ford Utility Interceptors and two (2) 2005 Chevy Tahoes are recommended for surplus. In accordance with the City’s Municipal Code, the vehicles will be disposed of by public auction to the highest bidder.

Public Works staff will prepare “release of liability” forms, and process all related smog certification, transfer of ownership, and other documentation required to complete each transaction. All vehicles and equipment shall be sold or auctioned in “as is” condition and the City will provide no warranty and assume no liability for the condition or use of items sold or auctioned.

**BUDGET IMPACT:**

During the recent budget study session, staff outlined the need for vehicle replacements and committed to returning to City Council at a future meeting to provide further details and finalize the replacement plan. This proposal aligns with that commitment, ensuring that the City’s fleet remains reliable while effectively managing long-term replacement costs. Funding for the proposed purchase of new police vehicles will be secured through the Equipment Replacement Fund (ERF). Funding for all four (4) replacement vehicles are fully amortized through the ERF, which has sufficient fund balance of \$1,134,717. The approval of Resolution No. 8345 is needed to appropriate funding from the ERF to cover the full cost of this acquisition.

Any surplus funds generated from the sale of retired police vehicles will be directed back into the ERF to help offset the costs of future vehicle purchases.

**CONCLUSION:**

It is recommended that the City Council approve the purchase of four (4) new police vehicles from National Auto Fleet Group and authorize the City Manager to execute a purchase order in

**Consideration to Approve the Purchase of Four Police Vehicles and Installation of Required Emergency Equipment, Adopt a Resolution to Appropriate the Funds, and Approve Disposition of Surplus City-Owned Vehicles**

Page 5 of 5

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an amount not to exceed \$245,213 for the purchase of the vehicles; approve quotes from Motorola Solutions for the purchase and installation of required emergency police radio equipment; approve purchase from Dana Safety Supply in an amount not to exceed \$70,582 with a 10% contingency for unexpected expenses; adopt Resolution No. 8345; approve a purchase from Bearcom Inc. in an amount not to exceed \$11,767; approve designating as surplus four (4) Police vehicles.

**ATTACHMENTS:**

- A. Cooperative Purchasing Contract with Sourcewell #091521-NAF
- B. Resolution No. 8345
- C. Surplus Vehicles
- D. Motorola Quote
- E. Dana Safety Supply, Inc. Quotes
- F. National Auto Fleet Group Vehicle Quote



**Solicitation Number: RFP #091521**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:



- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is



primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.



## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

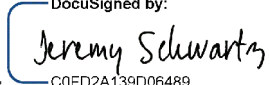
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

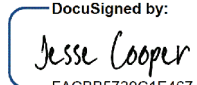
## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

72 Hour LLC dba: National Auto  
Fleet Group

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
11/4/2021 | 1:28 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
  
By: FACBB5730C1E467...  
Jesse Cooper  
Title: Fleet Manager  
11/4/2021 | 10:46 AM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
11/4/2021 | 1:34 PM CDT  
Date: \_\_\_\_\_

# RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

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## Vendor Details

Company Name: 72 HOUR LLC

Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group

Address: 490 Auto Center Drive  
Watsonville, CA 95076

Contact: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Phone: 951-440-0585

Fax: 831-840-8497

HST#: 263297677

## Submission Details

Created On: Tuesday August 24, 2021 16:34:10

Submitted On: Tuesday September 14, 2021 14:10:21

Submitted By: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76

Submitter's IP Address: 76.81.241.2

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *   |   |
|-----------|--|--|---|
| 1         | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")  | 72 Hour LLC  | * |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | WCAF, LLC<br>WCDJR, LLC<br>Alan Jay Automotive Inc   | * |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | NAFG has numerous subsidiaries and DBA's including but not limited to:<br>National Auto Fleet Group,<br>Chevrolet of Watsonville,<br>Watsonville Ford<br>Watsonville CDJR<br>Watsonville Fleet Group<br>Alan Jay Chrysler Jeep Inc<br>Alan Jay Chevrolet, Cadillac<br>Alan Jay Buick, GMC<br>Alan Jay Auto Outlet<br>Clewiston Motor Company, Inc<br>Alan Jay Chrysler Dodge Ram Jeep<br>Alan Jay Lincoln<br>Alan Jay Ford<br>Alan Jay Nissan<br>Alan Jay Toyota | * |
| 4         | Proposer Physical Address:   | 490 Auto Center Drive<br>Watsonville, CA 95076   | * |
| 5         | Proposer website address (or addresses):   | www.NationalAutoFleetGroup.com   | * |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jesse Cooper<br>Fleet Manager<br><br>1-855-289-6572<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Jcooper@nationalautofleetgroup.com  | * |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Jesse Cooper<br>Fleet Manager<br><br>1-855-289-6572<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Jcooper@nationalautofleetgroup.com  | * |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Clarke Cooper<br>Fleet Manager<br><br>1-855-289-6572<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>ClarkeCooper@watsonvillefleetgroup.com   |   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |  |
|-----------|----------|------------|--|
|-----------|----------|------------|--|



|    |  |  |
|----|--|--|
| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.   | <p>National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.</p> <p>We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.</p> <p>Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.</p> <p>National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.</p> <p>The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.</p>  |
| 10 | What are your company's expectations in the event of an award?   | <p>If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.</p> <p>Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.</p>   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | <p>To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.</p> <p>Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract.</p> <p>A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF.</p> <p>B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF.</p> <p>C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.</p> <p>D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.</p> <p>E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF.</p> <p>F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF.</p> <p>G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.</p> <p>H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF.</p> <p>I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.</p> <p>J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.</p> <p>We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.</p> <p>Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion.</p> <p>In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions.</p> <p>Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.</p> |
| 12 | What is your US market share for the solutions that you are proposing?   | . Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.  |
| 13 | What is your Canadian market share for the solutions that you are proposing?   | It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.   |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | No.  |



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|----|--|---|
| 15 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.   |
| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.  | Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.<br><br>CA Certificate of Good Standing 200824810190<br>State of Florida License Certificates:<br>VF/1000974/4<br>VF/1000950/1<br>VF/1046516/1<br>VF/1024619/2<br>VF/1024619/1<br>VF/1018615/1<br>VF/1021891/1<br>VF/1000974/3<br>VF/1105916/1<br>VF/1020705/1<br>VF/1000969/1<br>CA State Seller's Permit 101-135239<br>CA State Seller's Permit 245364864-00001<br>Department of Motor Vehicle, Vehicle Dealer/ License Number 97772<br>Department of Motor Vehicle, Vehicle Dealer License Number 97771<br>Department of Motor Vehicle, Vehicle Dealer License Number 43609<br>Bureau of Automotive repair Registration # ARD00296319 123120<br>CA State Seller's Permit 232781952-00001<br>City of Watsonville Business License Number 1792<br>City of Watsonville Business License Number 4358<br>Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138<br>California General Resale Certificate<br>Dun & Bradstreet Number: 023680653<br>Government of The District of Columbia Certificate<br>Government of the District of Columbia Tax Registration # 7815888160711<br>City of Los Angeles Tax Registration<br>Government of The District of Columbia CLEAN HANDS CERTIFICATION<br>San Diego Freightliner Seller's Permit<br>Commonwealth of Virginia State Corporation Commission Certificate<br>State of Maryland Good Standing Certificate<br>Kansas Department of Revenue for Kansas City Peterbilt<br>New Jersey Department of Treasury Registration Certificate<br>New Jersey Business Registration<br>Notice of Compliance of the Canton City Codified Ordinance<br>Employee Information Report for the State of New Jersey<br>State of Maryland New Sales and Use tax License<br>CA State Seller's Permit 98-037902 00006<br>South Carolina Department of Motor Vehicles License Number 36133<br>State of South Carolina Retail License<br>Commonwealth of Kentucky Vehicle Dealer License 1583 20 100<br>State of West Virginia Dealer License<br>Commonwealth of Kentucky Vehicle Dealer License 1581 20 036<br>State of Tennessee Vehicle Dealer License |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.   | Not Applicable, none.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question   | Response *   |   |
|-----------|--|--|---|
| 18        | Describe any relevant industry awards or recognition that your company has received in the past five years   | National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.                                   | * |
| 19        | What percentage of your sales are to the governmental sector in the past three years   | Within our fleet division, 90% of our contracts within the past three years have been with government accounts.  | * |
| 20        | What percentage of your sales are to the education sector in the past three years  | Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.   | * |
| 21        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales. | * |
| 22        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.   | * |

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *             | Contact Name *      | Phone Number * |   |
|---------------------------|---------------------|----------------|---|
| Port of Los Angeles, CA   | Mr. Dave Comer      | 310-72-3794    | * |
| County of Venture, CA     | Mr. Jorge Brilla    | 805-672-2044   | * |
| City of Austin, TX        | Mr. Matt Sager      | 512-978-2637   | * |
| County of San Joaquin, CA | Mr. David Myers     | 209-468-9745   |   |
| City of Palo Alto, CA     | Ms. Danitra Bahlman | 650-496-5920   |   |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                               | Entity Type * | State / Province * | Scope of Work * | Size of Transactions *                | Dollar Volume Past Three Years * |   |
|---|---------------|--------------------|-----------------|---------------------------------------|----------------------------------|---|
| City of Austin                            | Government    | Texas - TX         | Purchaser       | 10-15 Vehicles at once, Vans and SUVs | Over 1M                          | * |
| Los Angeles Department of Water and Power | Government    | California - CA    | Purchaser       | Over 120 Vehicles, Vans and SUVs      | Over 3M                          | * |
| Port of Los Angeles                       | Government    | California - CA    | Purchaser       | Over 80 Trucks, Vans and SUVs         | Over 2M                          | * |
| Anne Arundel County                       | Government    | Maryland - MD      | Purchaser       | Over 40 Trucks, Vans and SUVs         | Over 1M                          | * |
| City of San Diego                         | Government    | California - CA    | Purchaser       | Over 500 Trucks, Vans, SUV            | Over 15M                         | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question     | Response *   |   |
|-----------|--------------|--|---|
| 25        | Sales force. | <p>Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.</p> <p>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.</p> | * |

|    |   |  |   |
|----|---|--|---|
| 26 | Dealer network or other distribution methods.   | <p>Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.</p> <p>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.</p>  | * |
| 27 | Service force.  | The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.  | * |
| 28 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.   | The member may order their vehicles by navigating to our website, <a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a> and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at <a href="mailto:Fleet@NationalAutoFleetGroup.com">Fleet@NationalAutoFleetGroup.com</a> . Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.   | * |
| 29 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:</p> <p>How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website <a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a> where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website <a href="http://www.NAFGPartner.com">www.NAFGPartner.com</a> was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.</p> | * |
| 30 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.  | Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.   | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.   | We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.   | * |
| 32 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.  | National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.  | * |

|    |  |  |   |
|----|--|--|---|
| 33 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis. | * |
| 34 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.                 | * |

Table 7: Marketing Plan

| Line Item | Question   | Response *  |
|-----------|--|---|
| 35        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies.</p> <p>Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness.</p> <p>Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events.</p> <p>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p> <p>Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support.</p> <p>Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States.</p> <p>NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports.</p> <p>Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis.</p> <p>NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business.</p> <p>Below are a few examples on successful relationship marketing from our Fleet Department:</p> <p>We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs.</p> <p>"I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."</p> |

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website [www.nafgpartner.com](http://www.nafgpartner.com) is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

|    |   |   |
|----|---|---|
| 36 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.   | <p>Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.</p> <p>National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:</p> <p>Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.</p> <p>How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.</p> <p>In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.</p> <p>ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.</p> <p>Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.</p> <p>Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.</p> <p>Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.</p> <p>NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.</p> <p>Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.</p> |
| 37 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | <p>Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.</p> <p>Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.</p> <p>The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.</p> <p>Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.</p> <p>Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.</p>  |



|    |   |  |   |
|----|---|--|---|
| 38 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.</p> <p>We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.</p> <p>If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p> | * |
|----|---|--|---|

Table 8: Value-Added Attributes

| Line Item | Question  | Response *   |   |
|-----------|---|--|---|
| 39        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.                                    | National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.   | * |
| 40        | Describe any technological advances that your proposed products or services offer.  | Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.   | * |
| 41        | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | . National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at <a href="http://www.Driveevfleet.org">www.Driveevfleet.org</a> | * |
| 42        | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.   | * |
| 43        | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.  | * |
| 44        | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?  | . National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.  | * |

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *  |   |
|-----------|---|---|---|
| 45        | Do your warranties cover all products, parts, and labor?  | Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".   | * |
| 46        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage. | * |
| 47        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.   | * |
| 48        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.  | * |
| 49        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.  | * |
| 50        | What are your proposed exchange and return programs and policies?   | If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.   | * |
| 51        | Describe any service contract options for the items included in your proposal.  | NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.  | * |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *   |   |
|-----------|--|--|---|
| 52        | Describe any performance standards or guarantees that apply to your services                             | The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.  | * |
| 53        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements. | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 54        | Describe your payment terms and accepted payment methods?  | Standard payment terms are Net 20, with a 10 – day grace period.  | * |
| 55        | Describe any leasing or financing options available for use by educational or governmental entities.   | . In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file. | * |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.  | * |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?   | Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member   | * |



**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

| Line Item | Question  | Response *  |   |
|-----------|---|---|---|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                                | National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.   | * |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip<br><br>Each Manufacture Range is detailed in the tabs below, here is an overview<br>Chevrolet from -.077 to 24.45 %<br>Ford Motor Company from -5.19 to 23.31 %<br>GMC from 6.14 to 22.45 %<br>Ram from 4.99 to 14.23 %<br>Dodge from 3.09 to 9.96 %<br>Jeep from 1.38 to 4.17 %<br>Chrysler from 1.65 to 4.55 %<br>Toyota from .03 to 8.98 %<br>Honda from 1.34 to 4.9 %<br>Nissan from -.085 to 14.61 %<br>Buick from 2.36 to 6.08<br>Kia from .69 to 8.39 %<br>BMW from 3.8 to 4.77 %<br>Cadillac from 4.22 to 6.77 %<br>Volkswagen from 2.17 to 2.46 % | * |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.  | * |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | "Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.   | * |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.  | * |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.   | All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.   | * |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.  | * |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.   | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments  |
|-----------|---|---|
| 66        | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | NAFG Strives to offer the best overall value to the member with each and every quote. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *   |   |
|-----------|--|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.   | * |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations. | * |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)   | NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.   | * |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes. | * |
| 71        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufacturers". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.   | * |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type   | Offered *  | Comments  |
|-----------|--|--|---|
| 72        | Automobiles  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | 15 Manufacturers totaling well above 700 makes and models |
| 73        | Sport Utility Vehicles   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | 15 Manufacturers totaling well above 700 makes and models |
| 74        | Vans   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | 15 Manufacturers totaling well above 700 makes and models |
| 75        | Trucks   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | 15 Manufacturers totaling well above 700 makes and models |
| 76        | Vehicles described in Lines 72-75 above for Public Safety applications | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | 15 Manufacturers totaling well above 700 makes and models |
| 77        | Conventional internal combustion models                                | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | 15 Manufacturers totaling well above 700 makes and models |
| 78        | Natural gas or propane autogas, hybrid, or alternative fuel models     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | 15 Manufacturers totaling well above 700 makes and models |
| 79        | Electric powered models  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | 15 Manufacturers totaling well above 700 makes and models |

Table 15: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
|                  |                                   |                                    |
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Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
  - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
  - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
  - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
  - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
  - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
  - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521<br>Wed September 8 2021 06:27 PM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521<br>Tue September 7 2021 07:28 PM | <input checked="" type="checkbox"/>                                | 2     |
| Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521<br>Thu August 26 2021 05:55 PM   | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521<br>Mon August 23 2021 09:47 AM   | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521<br>Sun August 8 2021 09:02 PM    | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521<br>Thu August 5 2021 03:58 PM    | <input checked="" type="checkbox"/>                                | 1     |

**RESOLUTION NO. 8345**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 ADOPTED ON JULY 1, 2024, REGARDING APPROPRIATING FUNDS FROM THE EQUIPMENT MAINTENANCE AND REPLACEMENT FUND BALANCE FOR THE PURCHASE OF FOUR POLICE FLEET VEHICLES AND THE COST ASSOCIATED WITH OUTFITTING THE VEHICLES WITH EMERGENCY POLICE EQUIPMENT**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2024-25, commencing July 1, 2024, and ending June 30, 2025; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS**, the City's Police Department requires funding for the purchase of four (4) new fleet vehicles and the outfitting of the vehicles; and

**WHEREAS**, the annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025, a copy of which is on file in the City Clerk's Office, was adopted on July 1, 2024.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The following adjustments are made to the City Budget:

INTERNAL SERVICE: EQUIPMENT MAINTENANCE AND REPLACEMENT

Increase in Expenditures

041-225-0000-4500

\$352,083

**SECTION 2.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED THIS 18<sup>th</sup> day of November, 2024.**

\_\_\_\_\_  
Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

**ATTEST:**

\_\_\_\_\_  
Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8345, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof, held on the 18<sup>th</sup> day of November 2024, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November 2024.

---

Julia Fritz, City Clerk



**ATTACHMENT "C"**



PD 6868 Unit 20

2005 Chevy Tahoe / 179,131 Miles





PD 4287 Unit 24

2017 Ford Utility Interceptor / 75,807 Miles



PD 0700 Unit 26

2017 Ford Utility Interceptor / 73,205 Miles





PD 0701 Unit 27

2017 Ford Utility Interceptor / 58880 Miles



PD 5563 Unit 28

2005 Chevy Tahoe / 129,746 Miles





QUOTE-2771998

Billing Address:  
 SAN FERNANDO POLICE DEPT  
 910 FIRST ST  
 SAN FERNANDO, CA 91340  
 US

Quote Date:08/29/2024  
 Expiration Date:10/28/2024  
 Quote Created By:  
 Bob Akins  
 bob.akers@bearcom.com

End Customer:  
 SAN FERNANDO POLICE DEPT

| Line # | Item Number  | Description   | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|--------------|---|-----|------------|------------|-----------------|
|        | APX™ 8500    |   |     |            |            |                 |
| 1      | M37TSS9PW1AN | APX8500 ALL BAND MP MOBILE                                      | 1   | \$5,893.68 | \$4,302.39 | \$4,302.39      |
| 1a     | GA09007AA    | ADD: OUT OF THE BOX WIFI PROVISIONING                           | 1   | \$0.00     | \$0.00     | \$0.00          |
| 1b     | G851AG       | ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP                      | 1   | \$879.00   | \$641.67   | \$641.67        |
| 1c     | G996AS       | ENH: OVER THE AIR PROVISIONING                                  | 1   | \$110.00   | \$80.30    | \$80.30         |
| 1d     | GA00250AA    | ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA | 1   | \$110.00   | \$80.30    | \$80.30         |
| 1e     | G67DG        | ADD: REMOTE MOUNT 07 MP   | 1   | \$327.00   | \$238.71   | \$238.71        |
| 1f     | GA00580AA    | ADD: TDMA OPERATION   | 1   | \$495.00   | \$361.35   | \$361.35        |
| 1g     | GA01513AB    | ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)                          | 1   | \$105.00   | \$76.65    | \$76.65         |
| 1h     | G51AT        | ENH:SMARTZONE   | 1   | \$1,650.00 | \$1,204.50 | \$1,204.50      |
| 1i     | QA03400AA    | DEL: FCC NARROWBANDING MANDATE                                  | 1   | \$0.00     | \$0.00     | \$0.00          |
| 1j     | GA01620AA    | ADD: MULTI SYSTEM OTAR  | 1   | \$165.00   | \$120.45   | \$120.45        |
| 1k     | G78AT        | ENH: 3 YEAR ESSENTIAL SVC                                       | 1   | \$288.00   | \$288.00   | \$288.00        |
| 1l     | GA09001AA    | ADD: WI-FI CAPABILITY   | 1   | \$330.00   | \$240.90   | \$240.90        |
| 1m     | G298AS       | ENH: ASTRO 25 OTAR W/ MULTIKEY                                  | 1   | \$814.00   | \$594.22   | \$594.22        |
| 1n     | B18CR        | ADD: AUXILIARY SPKR 7.5 WATT APX                                | 1   | \$66.00    | \$48.18    | \$48.18         |
| 1o     | GA00805AA    | ADD: APX O7 CONTROL HEAD (STANDARD KEYPAD)                      | 1   | \$695.00   | \$507.35   | \$507.35        |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2771998

| Line # | Item Number | Description                       | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|-------------|-----------------------------------|-----|------------|------------|-----------------|
| 1p     | G444AH      | ADD: APX CONTROL HEAD SOFTWARE    | 1   | \$0.00     | \$0.00     | \$0.00          |
| 1q     | GA01517AA   | DEL: NO J600 ADAPTER CABLE NEEDED | 1   | \$0.00     | \$0.00     | \$0.00          |
| 1r     | G806BL      | ENH: ASTRO DIGITAL CAI OP APX     | 1   | \$567.00   | \$413.91   | \$413.91        |
| 1s     | W22BA       | ADD: STD PALM MICROPHONE APX      | 1   | \$79.00    | \$57.67    | \$57.67         |
| 1t     | QA09113AB   | ADD: BASELINE RELEASE SW          | 1   | \$0.00     | \$0.00     | \$0.00          |
| 1u     | G361AH      | ENH: P25 TRUNKING SOFTWARE APX    | 1   | \$330.00   | \$240.90   | \$240.90        |

## Product Services

|   |              |                     |   |            |            |            |
|---|--------------|---------------------|---|------------|------------|------------|
| 2 | LSV00Q00203A | DEVICE INSTALLATION | 1 | \$1,200.00 | \$1,200.00 | \$1,200.00 |
|---|--------------|---------------------|---|------------|------------|------------|

Subtotal \$10,697.45

Estimated Tax \$1,069.75

Grand Total **\$11,767.20(USD)**

## Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



| Purchase Order Checklist   |  |
|--|--|
| Marked as PO/ Contract/ Notice to Proceed on Company Letterhead<br>(PO will not be processed without this)                   |  |
| PO Number/ Contract Number   |  |
| PO Date  |  |
| Vendor = Motorola Solutions, Inc.  |  |
| Payment (Billing) Terms/ State Contract Number   |  |
| Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name  |  |
| Bill-To Address  |  |
| Ship-To Address (If we are shipping to a MR location, it must be documented on PO)   |  |
| Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO ) |  |
| PO Amount must be equal to or greater than Order Total   |  |
| Non-Editable Format (Word/ Excel templates cannot be accepted)   |  |
| Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept  |  |
| Ship To Contact Name & Phone #   |  |
| Tax Exemption Status   |  |
| Signatures (As required)   |  |

## Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

|                        |           |
|------------------------|-----------|
| <b>Sales Quote No.</b> | 534345-H  |
| <b>Customer No.</b>    | SANFERNPD |

| <b>Bill To</b>  |
|---|
| SAN FERNANDO POLICE DEPARTMENT<br>910 FIRST ST.<br>SAN FERNANDO, CA 91340 |

| <b>Ship To</b>  |
|---|
| SAN FERNANDO POLICE DEPARTMENT<br>910 FIRST ST.<br>SAN FERNANDO, CA 91340 |

**Contact:** SYLVIA ORTEGA  
**Telephone:** 818-898-1281  
**E-mail:** SORTEGA@SFCITY.ORG

**Contact:** SYLVIA ORTEGA  
**Telephone:** 818-898-1281  
**E-mail:** SORTEGA@SFCITY.ORG

| Quote Date      | Ship Via         |                      | F.O.B.  | Customer PO Number | Payment Method |                |
|-----------------|------------------|----------------------|---|--------------------|----------------|----------------|
| 08/29/24        | Ground           |                      | FOB   |                    | NET30          |                |
| Entered By      |                  | Salesperson          |   | Ordered By         |                | Resale Number  |
| Chris Degioanni |                  | Chris Degioanni - LA |   | CJ Chaisson        |                |                |
| Order Quantity  | Approve Quantity | Tax                  | Item Number / Description   |                    | Unit Price     | Extended Price |
| 3               | 3                | N                    | INFO<br>VEHICLE INFORMATION<br><div>Warehouse: LOSA</div>   |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | 2024 FORD PIU<br>PATROL<br>EVP<br>EMERGENCY VEHICLE PACKAGE<br><div>Warehouse: LOSA</div>   |                    | 14,550.0000    | 43,650.00      |
| 3               | 3                | N                    | INFO<br>FRONT OF VEHICLE<br><div>Warehouse: LOSA</div>  |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | BK2166ITU20<br>SMC PUSH BUMPER LIGHTED<br><div>Warehouse: LOSA</div>  |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | ENT3B3D<br>SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/WHITE<br><div>Warehouse: LOSA</div>   |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | ***MOUNTED ON PUSH BUMPER DRIVER SIDE<br>ENT3B3E<br>SOI INTERSECTOR 18-LED SFC MNT,BLK HSG BLUE/WHITE<br><div>Warehouse: LOSA</div><br>***MOUNTED ON PUSH BUMPER PASSENGER SIDE |                    | 0.0000         | 0.00           |

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| <b>Print Date</b> | 11/06/24    |
| <b>Print Time</b> | 04:57:06 PM |
| <b>Page No.</b>   | 1           |

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## Sales Quote

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**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

|                        |           |
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|-----------------|------------------|----------------------|---|--------------------|----------------|----------------|
| 08/29/24        | Ground           |                      | FOB   |                    | NET30          |                |
| Entered By      |                  | Salesperson          |   | Ordered By         | Resale Number  |                |
| Chris Degioanni |                  | Chris Degioanni - LA |   | CJ Chaisson        |                |                |
| Order Quantity  | Approve Quantity | Tax                  | Item Number / Description   |                    | Unit Price     | Extended Price |
| 3               | 3                | Y                    | ELUC3H010D<br>SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/WHITE<br>Warehouse: LOSA<br>***MOUNTED IN DRIVER SIDE HEADLIGHT          |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | ELUC3H010E<br>SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE/WHITE<br>Warehouse: LOSA<br>***MOUNTED IN PASSENGER SIDE HEADLIGHT      |                    | 0.0000         | 0.00           |
| 6               | 6                | Y                    | ETSS100J<br>SOI 100J SERIES COMPOSITE SPEAKER<br>Warehouse: LOSA<br>100J series composite speaker w/ universal bail brkt-100 watt |                    | 0.0000         | 0.00           |

|                   |             |
|-------------------|-------------|
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| Order Quantity  | Approve Quantity | Tax      | Item Number / Description   |        |  |                    |  | Unit Price     | Extended Price |  |  |
| 3               | 3                | Y        | ENNLB0181B-482<br>SOI, NFNXT LBAR, 54", RW/RBW/BW, RA/RBA/BA, HK44<br>Warehouse: LOSA<br>54"/137cm 9-32 VOLT NFORCE NXT LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY<br>/D24/D12D12D12T18D12D12D12D24\<br>/R_W/ R_W R_W R_W RBW B_W B_W B_W B_W\<br> D06--GRT-- --GRT--- GRT --GRT--- O-GRT-- D06 <br> R_W --CLR-- --CLR--- CLR --CLR--- O-CLR-- B_W <br>D24\ D12D12D12T18D12D12D12D24/<br>R_W\R_A\R_A\R_A RBA B_A B_A B_A B_W/<br>Domes - Polycarb [D12 6 12 P]<br>Accessories - PNFLBSPLT1, AUTO-DIM<br>Mount - Standard Fixed Height Mount (PNFLBK08)<br>Hook - PNFLBF44<br>Vehicle - 2022 Ford Explorer w/o Roof Rack |        |  |                    |  | 0.0000         | 0.00           |  |  |
| 3               | 3                | N        | INFO<br>SIDE OF VEHICLE<br>Warehouse: LOSA  |        |  |                    |  | 0.0000         | 0.00           |  |  |
| 3               | 3                | Y        | ENT3B3D<br>SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/WHITE<br>Warehouse: LOSA<br>***MOUNTED UNDER DRIVER MIRROR  |        |  |                    |  | 0.0000         | 0.00           |  |  |

|                   |             |
|-------------------|-------------|
| <b>Print Date</b> | 11/06/24    |
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**4809 KOGER BLVD**  
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**Telephone:** 800-845-0405

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| Order Quantity  | Approve Quantity | Tax                  | Item Number / Description  |                    | Unit Price     | Extended Price |
| 3               | 3                | Y                    | ENT3B3E<br>SOI INTERSECTOR 18-LED SFC MNT,BLK HSG BLUE/WHITE<br>Warehouse: LOSA<br>***MOUNTED UNDER PASSENGER MIRROR   |                    | 0.0000         | 0.00           |
| 6               | 6                | Y                    | PMP2BKUMB4<br>SOI 2020 PIUT UNDER MIRROR MNT BRACKET, EACH<br>Warehouse: LOSA  |                    | 0.0000         | 0.00           |
| 6               | 6                | Y                    | EMPS2STS5RBW<br>SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT<br>Warehouse: LOSA<br>***MOUNTED IN CARGO WINDOW   |                    | 0.0000         | 0.00           |
| 6               | 6                | Y                    | PMP2BKDGJ<br>SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK<br>Warehouse: LOSA  |                    | 0.0000         | 0.00           |
| 3               | 3                | N                    | INFO<br>REAR OF VEHICLE<br>Warehouse: LOSA   |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | MISC<br>SOUNDOFF (EMPAK01CRK) MPOWER ARROW SYSTEM<br>Warehouse: LOSA<br>Ford Explorer/PI Utility (2020-23) 6 Mod Split Rear w/ 4" Modules<br>(DRV)  D12 D12 D12   D12 D12 D12  (PAS)<br> R_A R_A R_A X X B_A B_A B_A <br>LIN DSC w/o Breakout Box (NOT Included) |                    | 0.0000         | 0.00           |

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## Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

|                        |           |
|------------------------|-----------|
| <b>Sales Quote No.</b> | 534345-H  |
| <b>Customer No.</b>    | SANFERNPD |

| <b>Bill To</b>  |
|---|
| SAN FERNANDO POLICE DEPARTMENT<br>910 FIRST ST.<br>SAN FERNANDO, CA 91340 |

| <b>Ship To</b>  |
|---|
| SAN FERNANDO POLICE DEPARTMENT<br>910 FIRST ST.<br>SAN FERNANDO, CA 91340 |

**Contact:** SYLVIA ORTEGA  
**Telephone:** 818-898-1281  
**E-mail:** SORTEGA@SFCITY.ORG

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| 08/29/24        | Ground           |                      | FOB   |                    | NET30          |                |
| Entered By      |                  | Salesperson          |   | Ordered By         | Resale Number  |                |
| Chris Degioanni |                  | Chris Degioanni - LA |   | CJ Chaisson        |                |                |
| Order Quantity  | Approve Quantity | Tax                  | Item Number / Description   |                    | Unit Price     | Extended Price |
| 6               | 6                | Y                    | EMPS2QMS5RBW<br>SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT<br>Warehouse: LOSA<br>***MOUNTED NEAR LICENSE PLATE                            |                    | 0.0000         | 0.00           |
| 6               | 6                | Y                    | EMPS2QMS5RBA<br>SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/AMB<br>Warehouse: LOSA<br>***MOUNTED UNDER HATCH, FACES REARWARD WHEN OPEN         |                    | 0.0000         | 0.00           |
| 6               | 6                | Y                    | ELUC3H010B<br>SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE<br>Warehouse: LOSA<br>***MOUNTED IN REAR TAILLIGHTS, ALTERNATES WITH OEM TAILLIGHTS |                    | 0.0000         | 0.00           |
| 3               | 3                | N                    | INFO<br>SIREN ELECTRONICS<br>Warehouse: LOSA  |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | ENGSA5200RSP<br>SOI, 500 SERIES PUSHBTN 200W CNTRL, +VOICE PLBK<br>Warehouse: LOSA<br>ENGSA5200RSP  |                    | 0.0000         | 0.00           |

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## Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

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| Chris Degioanni |                  | Chris Degioanni - LA |   | CJ Chaisson        |                |                |
| Order Quantity  | Approve Quantity | Tax                  | Item Number / Description   |                    | Unit Price     | Extended Price |
| 6               | 6                | Y                    | ENGND04102<br>SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D.<br>Warehouse: LOSA<br>*** (1) MOUNTED IN ENGINE BAY<br>(1) MOUNTED ON EQUIPMENT TRAY |                    | 0.0000         | 0.00           |
| 6               | 6                | Y                    | ENGHNK05<br>SOI 18" REMOTE NODE HARNESS<br>Warehouse: LOSA<br>18 inch Harness Kit for Remote Node   |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | ENGSYMD01<br>SOI SOUND OFF / BLUEPRINT SYNC MODULE<br>Warehouse: LOSA   |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | ENGLMK008<br>SOI BLUEPRINT PIU LINK MICRO KIT<br>Warehouse: LOSA  |                    | 0.0000         | 0.00           |
| 3               | 3                | N                    | INFO<br>INTERIOR OF VEHICLE<br>Warehouse: LOSA  |                    | 0.0000         | 0.00           |

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| 3               | 3                | Y                    | 7170-0735-06<br>GJ2020+ Ford PUI Short Console Box W/Cup Holder, Mongo<br>Warehouse: LOSA<br><br>short console box with Cup Holder, Armrest, and Mongoose® XE 7” Motion Attachment for the 2020+ Ford Police Interceptor® Utility creates extra clearance between console and partition for easy access to gun mount and equipment.<br><br>FEATURES<br>Horizontal mounting space is shortened to increase accessibility to gun mounts and equipment<br>Lowered top plate maintains accessibility to optional rear HVAC controls (Ford 17A ordering option)<br>Easy installation with no OEM parts to be removed<br>Console sits low between the front seats to create a more comfortable workspace and ease of egress<br>Relocation faceplate for OEM 12V, USB, AUX 12V, and switch knockout included<br>MOUNTING SPACE<br>10" angle section (8” with OEM relocation faceplate)<br>4.5" horizontal section (without internal cup holder)<br>KIT INCLUDES<br>Item No. 7160-1335 - 2020+ Ford Police Interceptor® Utility Short Console Box<br>Item No. 7160-0846 - Internal Cup Holder<br>Item No. MCS-ARMREST - Heavy-Duty Armrest<br>Item No. 7160-1116-07 - Mongoose® XE 7” Motion Attachment | 0.0000         | 0.00           |

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| 3               | 3                | Y                    | 20033<br>GJ SOI 500 SERIES FACEPLATE<br>Warehouse: LOSA  |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | GJ-19740<br>GJ 1.5" Rocker Switch & AUX 12V Power Outlet Filler Pl<br>Warehouse: LOSA                                  |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | 8025B<br>EGIS RT FUSE BLOCK 6 POS W/GROUND & LED IND., BULK<br>Warehouse: LOSA   |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | ECVDMLTAL00<br>SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR<br>Warehouse: LOSA  |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | DSSA02<br>NEW WIRE MARINE CUSTOM CONTURA V BLACK<br>Warehouse: LOSA<br>PRISONER DOME LIGHT SWITCH COVER<br>OFF-DOOR-ON |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | WAYTEK-44323<br>WAYTEK CARLING ON-OFF-ON SWITCH BODY<br>Warehouse: LOSA  |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | WAYTEK-11010<br>WAYTEK DC POWER PORT<br>Warehouse: LOSA  |                    | 0.0000         | 0.00           |

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## Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

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| 3               | 3                | Y                    | WAYTEK-11011<br>WAYTEK DC POWER PORT CAP<br>Warehouse: LOSA  |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | WAYTEK-11077<br>WAYTEK INTELLIGENT DUAL USB CHARGING PORT<br>Warehouse: LOSA<br>Intelligent Dual USB Charging Port, Type 2.0 @ 2.4A, Type-C @ 3A |                    | 0.0000         | 0.00           |
| 6               | 6                | Y                    | MMSU-1<br>MAGNETIC MIC SINGLE UNIT CONVERSION KIT<br>Warehouse: LOSA   |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | GK10342U<br>SMC DUAL VERT. RACK 2-XL UNIV LOCKS #2 KEY<br>Warehouse: LOSA<br>"Dual T-Rail Mount2 Universal XLWith #2 Key Override"               |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | PK1130ITU20TM<br>Setina 10XL Coated Polycarbonate Recessed (Tall Man)<br>Warehouse: LOSA   |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | WK0514ITU20H<br>SMC Window Barrier Steel Horizontal<br>Warehouse: LOSA   |                    | 0.0000         | 0.00           |

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## Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

|                        |           |
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| <b>Sales Quote No.</b> | 534345-H  |
| <b>Customer No.</b>    | SANFERNPD |

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| Order Quantity  | Approve Quantity | Tax                  | Item Number / Description  |                    | Unit Price     | Extended Price |
| 3               | 3                | Y                    | QK0566ITU20<br>SMC OEM REPLACEMENT PRISONER SEAT W/ 12 VS CARO<br>Warehouse: LOSA<br>2020+ PIUT OEM Full Replacement Transport Seat TPO Plastic, with<br>Center Pull Seat Belts & #12VS POLY Cargo Partition<br>*****    |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | WK0040ITU20<br>SMC 3 PC HORIZ REAR CARGO WINDOW BARRIERS 2020<br>Warehouse: LOSA   |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | INV-ES-FF-ET-PIU20<br>INNOVATIVE ELETRONIC STORAGE, FALSE FLOOR,<br>ELECTRONICS<br>Warehouse: LOSA<br>INV-ES-FF-ET-PIU20<br>ELETRONIC STORAGE, FALSE FLOOR, ELECTRONICS TRAY, PIU 2020,                                  |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | POLY COATED<br>INV-ES-ORG-FB-PIU20<br>INNOVATIVE ACCESSORY, ORGANIZER, DUAL FLARE BOX<br>Warehouse: LOSA<br>INV-ES-ORG-FB-PIU20<br>ACCESSORY, ELECTRONIC STORAGE, ORGANIZER, DUAL FLARE<br>BOX,<br>PIU 2020, POLY COATED |                    | 0.0000         | 0.00           |

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## Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

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| 6               | 6                | Y                    | EBSDL0002-D<br>SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W<br>Warehouse: LOSA<br><br>MOUNTED IN CARGO AREA<br>CONTROLLED BY 3-WAY SWITCH (CLEAR-OFF-RED) MOUNTED ON<br>DRIVER SIDE OF CARGO AREA |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | MISC<br>ROK ANTENNA KIT<br><br>Warehouse: LOSA  |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | B402<br>AME 5 LB ABC HOSE AND HORN FIRE EXTINGUISHER<br>Warehouse: LOSA   |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | 862<br>AME HEAVY DUTY BRACKET FOR FIRE EXTIN.<br>Warehouse: LOSA  |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | 4703-150B<br>EGIS Thermal Circuit Breaker 150 A, Surface Mount<br>Warehouse: LOSA<br><br>Circuit Breaker, Surface Mount, 150 Amp  |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | 8026B<br>COPE RT FUSE BLOCK 12-POS, W/ GROUND & LED INDICAT<br>Warehouse: LOSA  |                    | 0.0000         | 0.00           |

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| 3               | 3                | Y                    | 6001-3001B<br>CE TH Series Time Delay Relay, 200 A<br>Warehouse: LOSA  |                    | 0.0000         | 0.00           |
| 3               | 3                | Y                    | GRAPHICS<br>GRAPHICS FOR VEHICLE<br>Warehouse: LOSA<br>***ESTIMATE-FINAL APPROVAL NEEDED***  |                    | 550.0000       | 1,650.00       |
| 3               | 3                | Y                    | GRAPHICS INSTALL<br>GRAPHICS INSTALL<br>Warehouse: LOSA<br>***ESTIMATE-FINAL APPROVAL NEEDED***  |                    | 250.0000       | 750.00         |
| 3               | 3                | N                    | REMOVAL<br>REMOVAL OF BELOW LISTED EMERGENCY EQUIPMENT<br>Warehouse: LOSA<br>REMOVAL OF THE FOLLOWING ITEMS FROM DECOMMISSIONED VEHICLES:<br>AXON CAMERA SYSTEM, INCLUDING CABLES<br>MOTOROLA RADIOS, INCLUDING CONTROL HEAD CABLE |                    | 600.0000       | 1,800.00       |
| 3               | 3                | Y                    | INSTALL KIT<br>MISC INSTALLATION SUPPLIES I.E.<br>Warehouse: LOSA<br>LOOM, WIRE, HARDWARE, CONNECTORS, ETC<br>*****  |                    | 325.0000       | 975.00         |

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|------------------------|-----------|
| <b>Sales Quote No.</b> | 534345-H  |
| <b>Customer No.</b>    | SANFERNPD |

| <b>Bill To</b>  |
|---|
| SAN FERNANDO POLICE DEPARTMENT<br>910 FIRST ST.<br>SAN FERNANDO, CA 91340 |

| <b>Ship To</b>  |
|---|
| SAN FERNANDO POLICE DEPARTMENT<br>910 FIRST ST.<br>SAN FERNANDO, CA 91340 |

**Contact:** SYLVIA ORTEGA  
**Telephone:** 818-898-1281  
**E-mail:** SORTEGA@SFCITY.ORG

**Contact:** SYLVIA ORTEGA  
**Telephone:** 818-898-1281  
**E-mail:** SORTEGA@SFCITY.ORG

| Quote Date      |                  | Ship Via |  | F.O.B. |  | Customer PO Number |  | Payment Method |                |  |  |
|-----------------|------------------|----------|--|--------|--|--------------------|--|----------------|----------------|--|--|
| 08/29/24        |                  | Ground   |  | FOB    |  |                    |  | NET30          |                |  |  |
| Entered By      |                  |          | Salesperson  |        |  | Ordered By         |  |                | Resale Number  |  |  |
| Chris Degioanni |                  |          | Chris Degioanni - LA   |        |  | CJ Chaisson        |  |                |                |  |  |
| Order Quantity  | Approve Quantity | Tax      | Item Number / Description  |        |  |                    |  | Unit Price     | Extended Price |  |  |
| 3               | 3                | Y        | INSTALL<br>DSS INSTALLATION OF EQUIPMENT<br>Warehouse: LOSA<br><br>INSTALLATION INCLUDES:<br>*ALL DSS SUPPLIES EQUIPMENT<br>*1 CUSTOMER SUPPLIED RADIO KIT<br>*MDC (IF PURCHASED OR PROVIDED)<br>*AXON CAMERA SYSTEM |        |  |                    |  | 5,150.0000     | 15,450.00      |  |  |
| 3               | 3                | N        | FREIGHT<br>INCOMING FREIGHT<br>Warehouse: LOSA   |        |  |                    |  | 450.0000       | 1,350.00       |  |  |
| 3               | 3                | N        | INFO<br>NOT INCLUDED<br>Warehouse: LOSA<br><br>NOT INCLUDED IN THIS PACKAGE:<br>RADIO<br><br>Approved By: _____<br><br><input type="checkbox"/> Approve All Items & Quantities<br><br>Quote Good for 30 Days         |        |  |                    |  | 0.0000         | 0.00           |  |  |

|                   |             |
|-------------------|-------------|
| <b>Print Date</b> | 11/06/24    |
| <b>Print Time</b> | 04:57:06 PM |
| <b>Page No.</b>   | 13          |

Printed By: Chris Degioanni

|                          |           |
|--------------------------|-----------|
| <b>Subtotal</b>          | 65,625.00 |
| <b>Freight</b>           | 0.00      |
| <b>9.500 % Sales Tax</b> | 4,956.63  |
| <b>Order Total</b>       | 70,581.63 |



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

11/5/2024 Re-Configured

Quote ID: **29827 R1**

Mr Cj Chiasson  
San Fernando Police Department  
910 First St.

San Fernando, California, 91340

Dear Cj Chiasson,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**Four (4) New/Unused (2025 Ford Police Interceptor Utility (K8A) AWD, Black and White Paint)** and delivered to your specified location, each for

|                          | One Unit<br>(MSRP) | One Unit    | Total %<br>Savings | Extended<br>Unit's (4) | Total Savings |
|--------------------------|--------------------|-------------|--------------------|------------------------|---------------|
| Contract Price           | \$55,900.00        | \$54,046.32 | 3.316 %            | \$216,185.28           | \$7,414.72    |
| Black and White<br>Paint |                    | \$1,350.00  |                    | \$5,400.00             |               |
| Tax (10.2500 %)          |                    | \$5,678.12  |                    | \$22,712.48            |               |
| Tire fee                 |                    | \$8.75      |                    | \$35.00                |               |
| Transportation           |                    | \$220.00    |                    | \$880.00               |               |
| Total                    |                    | \$61,303.19 |                    | \$245,212.76           |               |

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Yesenia Covarrubias / Joshua Jerome

Fleet Department  
Account Manager

yesenia@watsonvillefleetgroup.com

(626) 457-5590



**GMC**

## Vehicle Configuration Options

| ENGINE               |   |
|----------------------|---|
| Code                 | Description   |
| 99C                  | Engine: 3.0L V6 EcoBoost, -inc: (148-MPH top speed), Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank w/21.4-gallon tank, 3.31 Axle Ratio   |
| TRANSMISSION         |   |
| Code                 | Description   |
| 44U                  | Transmission: 10-Speed Automatic (44U)  |
| PRIMARY PAINT        |   |
| Code                 | Description   |
| UM                   | Agate Black   |
| SEAT TYPE            |   |
| Code                 | Description   |
| 9W                   | Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear, -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks                      |
| AXLE RATIO           |   |
| Code                 | Description   |
| ___                  | 3.31 Axle Ratio   |
| ADDITIONAL EQUIPMENT |   |
| Code                 | Description   |
| 76D                  | Underbody Deflector Plate, -inc: Engine and transmission shield   |
| 51W                  | Dual Driver & Passenger Spot Lamp Prep Kit, -inc: Does not include spot lamp housing and bulbs  |
| 90E                  | Ballistic Door-Panels (Level III+), -inc: Driver and passenger front-doors, Tested and meets the requirements of NIJ standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr), Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g |
| 59B                  | Keyed Alike - 1284x   |
| OPTION PACKAGE       |   |
| Code                 | Description   |
| 500A                 | Order Code 500A   |

# 2025 Fleet/Non-Retail Ford Police Interceptor Utility AWD

## WINDOW STICKER

| 2025 Ford Police Interceptor Utility AWD  |   |                    |
|---|---|--------------------|
| CODE  | MODEL   | MSRP               |
| K8A   | 2025 Ford Police Interceptor Utility AWD  | \$49,515.00        |
| <b>OPTIONS</b>  |   |                    |
| 99C   | Engine: 3.0L V6 EcoBoost, -inc: (148-MPH top speed), Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank w/21.4-gallon tank, 3.31 Axle Ratio   | \$950.00           |
| 44U   | Transmission: 10-Speed Automatic (44U)  | \$0.00             |
| UM  | Agate Black   | \$0.00             |
| 9W  | Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear, -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks                      | \$0.00             |
| —   | 3.31 Axle Ratio   | INC                |
| 76D   | Underbody Deflector Plate, -inc: Engine and transmission shield   | \$340.00           |
| 51W   | Dual Driver & Passenger Spot Lamp Prep Kit, -inc: Does not include spot lamp housing and bulbs  | \$280.00           |
| 90E   | Ballistic Door-Panels (Level III+), -inc: Driver and passenger front-doors, Tested and meets the requirements of NIJ standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr), Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g | \$3,170.00         |
| 59B   | Keyed Alike - 1284x   | \$50.00            |
| 500A  | Order Code 500A   | \$0.00             |
| Please note selected options override standard equipment                        |   |                    |
| <b>SUBTOTAL</b>   |   | <b>\$54,305.00</b> |
| Advert/ Adjustments   |   | \$0.00             |
| Manufacturer Destination Charge   |   | \$1,595.00         |
| <b>TOTAL PRICE</b>  |   | <b>\$55,900.00</b> |
| Est City: N/A MPG<br>Est Highway: N/A MPG<br>Est Highway Cruising Range: N/A mi |   |                    |

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Notes

|  |
|--|
|  |
|--|

## Standard Equipment

### MECHANICAL

|   |
|---|
| Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD) Late availability. |
| Transmission: 10-Speed Automatic (STD)  |
| 3.73 Axle Ratio (STD)   |

### ADDITIONAL EQUIPMENT

|  |
|--|
| 50-State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine. |
| Transmission w/Driver Selectable Mode and Oil Cooler   |
| Automatic Full-Time All-Wheel  |
| Engine Oil Cooler  |
| 92-Amp/Hr 850CCA Maintenance-Free Battery  |
| Hybrid Electric Motor 220 Amp Alternator   |
| Class III Towing Equipment -inc: Hitch   |
| Trailer Wiring Harness   |
| Police/Fire  |
| 1670# Maximum Payload  |
| GVWR: 6,840 lbs (3,103 kgs)  |
| Gas-Pressurized Shock Absorbers  |
| Front And Rear Anti-Roll Bars  |
| Electric Power-Assist Steering   |
| 19 Gal. Fuel Tank  |
| Dual Stainless Steel Exhaust   |
| Permanent Locking Hubs   |
| Strut Front Suspension w/Coil Springs  |
| Multi-Link Rear Suspension w/Coil Springs  |
| Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control                                    |
| Lithium Ion (li-Ion) Traction Battery 1.5 kWh Capacity   |
| Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps  |
| Tires: 255/60R18 AS BSW  |
| Steel Spare Wheel  |
| Full-Size Spare Tire Mounted Inside Under Cargo  |
| Clearcoat Paint  |
| Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook   |
| Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent   |
| Body-Colored Bodyside Cladding and Black Wheel Well Trim   |



|  |
|--|
| Black Side Windows Trim and Black Front Windshield Trim  |
| Black Door Handles   |
| Black Power Side Mirrors w/Convex Spotter and Manual Folding   |
| Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster  |
| Deep Tinted Glass  |
| Speed Sensitive Variable Intermittent Wipers   |
| Galvanized Steel/Aluminum Panels   |
| Lip Spoiler  |
| Black Grille   |
| Liftgate Rear Cargo Access   |
| Tailgate/Rear Door Lock Included w/Power Door Locks  |
| Auto On/Off Projector Beam Led Low/High Beam Headlamps   |
| LED Brakelights  |
| Radio w/Seek-Scan and Speed Compensated Volume Control   |
| Radio: AM/FM/MP3 Capable -inc: 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at <a href="https://fordpro.com/en-us/telematics/">https://fordpro.com/en-us/telematics/</a> or call 1-833-811-FORD (3673). |
| SYNC Phoenix Communication & Entertainment System -inc: hands-free voice command support compatible w/most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack  |
| Integrated Roof Antenna  |
| 1 LCD Monitor In The Front   |
| 8-Way Driver Seat  |
| Passenger Seat   |
| 35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat  |
| Manual Tilt/Telescoping Steering Column  |
| Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer  |
| Power Rear Windows and Fixed 3rd Row Windows   |
| Remote Keyless Entry   |
| Remote Releases -Inc: Power Cargo Access   |
| Cruise Control w/Steering Wheel Controls   |
| Dual Zone Front Automatic Air Conditioning   |
| Rear HVAC  |
| HVAC -inc: Underseat Ducts   |
| Locking Glove Box  |
| Driver Foot Rest   |
| Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-   |

way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Fleet Telematics Modem Tracker System

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Driver Information Center

Redundant Digital Speedometer

Trip Computer

Digital/Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Perimeter Alarm

2 12V DC Power Outlets

Air Filtration

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Side Impact Beams

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Reverse Sensing System Rear Parking Sensors

BLIS (Blind Spot Information System) Blind Spot

Pre-Collision Assist with Pedestrian Detection

Collision Mitigation-Front

Collision Mitigation-Rear

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

|  |
|--|
| Airbag Occupancy Sensor  |
| Passenger Knee Airbag  |
| Rear Child Safety Locks  |
| Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners |
| Back-Up Camera w/Washer  |

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Julio Salcedo, Director of Recreation and Community Services  
Cristina Moreno, Social Services Coordinator

**Date:** November 18, 2024

**Subject:** Consideration to Approve a Memorandum of Understanding with International Institute of Los Angeles to Participate in the Low Income Fare is Easy Program

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) with the International Institute of Los Angeles (Attachment "A" - Contract No. 2322) for the Low Income Fare is Easy (LIFE) Program; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. In 2008, the City partnered with the Los Angeles County Metropolitan Transportation Authority (Metro) to provide Metro TAP card loading services at City Hall, thereby assisting residents with convenient access to public transportation.
2. In May 2017, the Metro Board of Directors approved the Low-Income Fare is Easy (LIFE) program to assist patrons with resources to utilize the transit system. LIFE offers fare subsidies that may be applied towards the purchase of Metro or any LIFE participating operator pass and regional ride options. The International Institute of Los Angeles (IILA) is one of the organizations contracted to administer, ensure compliance and collaborate with other organizations interested in offering the LIFE program to their clients.
3. In September 2022, Metro Board approved a motion to double the enrollment in the LIFE program by end of 2022. The Board also directed Metro staff to offer self-certification and simplify the application process for the individuals applying for the program.

**Consideration to Approve a Memorandum of Understanding with International Institute of Los Angeles to Participate in the Low Income Fare is Easy Program**

Page 2 of 3

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4. On April 18, 2024, Recreation and Community Services (RCS) staff reached out to ILLA, ILLA is the organization approved by Metro to administer the LIFE program with outside organizations, to request authorization to process applications for the Metro LIFE Program. The City's aim is to facilitate access to transportation assistance for low-income residents and their families.
5. On August 8, 2024, the City received the participation agreement from the LIFE program that would provide authorization to enroll applicants in the Metro LIFE Program.

**ANALYSIS:**

The International Institute of Los Angeles (IILA) began as a branch of the YWCA (Young Women's Christian Association) in 1914 as a response to the needs of women and girls immigrating from Europe and East Asia in adjusting to their new lives in Los Angeles. IILA has played a prominent role in every major refugee and immigrant wave since its founding. For over a century, they have offered a wide range of services to assist limited-English proficient and low-income individuals achieve self-sufficiency and thrive. Over time, IILA also expanded services to include a wide array of legal assistance, resettlement of refugees and asylum applicants, survivors of human trafficking, and free or low-cost child care and transportation.

RCS staff has been in communication with Metro and has hosted events to promote Metro programs at City-wide events such as Senior Expo 2023, Spring Jamboree 2023, and a presentation at the February 5, 2024 City Council meeting. With the support of IILA and the approval of the City Council, the Business and Community Resource Center (BCRC) will be able to provide transportation fare subsidies to San Fernando residents. IILA is contracted by Los Angeles County Metropolitan Transportation Authority (Metro) to administer the LIFE program, overseeing LIFE partner agencies within their assigned regions and ensuring that the program operates in full compliance with the LIFE Operating Guidelines.

The program is available to low-income residents, which includes individuals who meet specific income thresholds and offers reduced fares for Metro's public transit services, including buses, rail lines, and participating municipal transit operators throughout Los Angeles County. Eligible participants can receive 20 free rides each month. The benefits of the LIFE program will help those who come from low-income households to have access to commuting to work, school, or entertainment for no cost at 20 times, in which per month could be approximately 35-50% of a month's travel costs. LIFE would save money for many people who are struggling with financial hardships, as well as persuading the people to consider using public transportation.



**Consideration to Approve a Memorandum of Understanding with International Institute of Los Angeles to Participate in the Low Income Fare is Easy Program**

Page 3 of 3

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**BUDGET IMPACT:**

There is no cost to the City associated with participating in the LIFE program. The advertisement and registration of participants will fall under the Social Services Coordinator's work plan.

**CONCLUSION:**

It is recommended that the City Council approve the Memorandum of Understanding with International Institute of Los Angeles to provide subsidized Metro fare to eligible residents, and authorize the City Manager to make non-substantive changes and execute all related documents.

**ATTACHMENTS:**

A. Contract No. 2322



International Institute  
of Los Angeles

## LOW INCOME FARE IS EASY (LIFE) Program

### Participation Agreement

Effective July 1, 2024 – December 31, 2024

International Institute of Los Angeles ("Grantor") has approved *The City of San Fernando* ("Participant") to receive a subsidy under the Low-Income Fare is Easy Program.

Under this participation agreement ("Agreement"), Participant agrees that:

1. Participant will enroll and activate eligible patrons in the LIFE Program for the purpose specified within this Agreement and the LIFE Operating Guidelines (see Attachment A).
2. Participant program agreements are not transferable by the Participant to any other organization without the express prior written permission.
3. **Participant will retain on file all program records for a minimum of three years prior to the current program year. Specific program records to be retained are further defined in the LIFE Operating Guidelines.**
4. Grantor will conduct site visits to monitor LIFE operation and record keeping. Participant agrees to make program records and staff available for inspection by representatives and auditors of Grantor or the Los Angeles County Metropolitan Transportation Authority at reasonable times and upon reasonable advance notice.
5. **Participant agrees that it will only enroll and activate eligible clients as specified in the LIFE Operating Guidelines. Additionally, Participant agrees that it will not enroll and activate patrons who receive transportation assistance from other programs.**
6. Participant agrees to supply Grantor with such other information as may be necessary or desirable to permit Grantor to exercise its responsibility for supervision of the subsidy as required by the Los Angeles County Metropolitan Transportation Authority.
7. Participant will take full responsibility in the event of Participant's knowingly willful or negligent program abuse and/or Participant's knowingly willful or negligent failure to comply with this Agreement with Grantor.
8. Grantor reserves the right to place Participant on probation and to terminate Participant from the LIFE Program for failure to comply with the terms of this contract or the written Program Guidelines.
9. Grantor shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Participant under or in connection with any work, authority, or jurisdiction delegated to Participant under this Agreement. Additionally, Participant will indemnify Grantor and hold it

ATTACHMENT "A"  
CONTRACT NO. 2322

harmless from any and all claims, liabilities, damages and causes of action of every type, whether known or unknown, arising out of or from any act or omission of the Participant or its agents.

10. Participant shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Grantor under or in connection with any work, authority, or jurisdiction delegated to Grantor under this Agreement. Additionally, Grantor will indemnify Participant and hold it harmless from any and all claims, liabilities, damages and causes of action of every type, whether known or unknown, arising out of or from any act or omission of the Grantor or its agents.
11. Grantor may release information concerning this subsidy to the press and to other news media, at such time or times as it shall deem appropriate. If Participant shall desire to release any such information, copies of all proposed releases and other published material shall be submitted to Grantor and the distribution of the same will be conditional upon Grantor's approval.
12. Grantor shall provide Participant all materials necessary to enroll applicants and program informational materials.
13. Upon acceptance of this Agreement, Participant shall be subject to the terms and conditions stated above, with the understanding that neither the approval, the award, the acceptance nor the payment of such subsidy shall obligate Grantor to provide the Participant with any additional support.
14. This funding shall be conditioned upon funding from the Los Angeles County Metropolitan Transportation Authority.
15. Participant may terminate the Agreement at any time by providing a written notice and returning any unused media on or before the termination date.
16. Participant will notify Grantor if Participant installs Retail Point of Sale (RPOS) system.
17. This subsidy is hereby accepted by Participant, upon and subject to the terms and conditions herein above stated. Participant's signature below shall be deemed as an acceptance of this Agreement by Participant.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Administrator: International Institute of L.A. (IILA)Agency Name: City of San FernandoBy (Name & Title): Ronni Jackson, Director SW/NWBy (Name & Title): Nick Kimball, City Manager

By (Signature): \_\_\_\_\_

By (Signature): \_\_\_\_\_

**ATTACHMENT A**

**LOW-INCOME FARE IS EASY (LIFE) PROGRAM  
OPERATING GUIDELINES**

# **LOW-INCOME FARE is EASY (LIFE) PROGRAM**

**LIFE & LIFE Limited**

## **OPERATING GUIDELINES**

**EFFECTIVE**  
**September 1, 2021**

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### **MISSION STATEMENT**

Provide transportation assistance to low-income transit riders and offer limited rides to the most economically vulnerable and transit dependent in Los Angeles County.

### **PROGRAM OVERVIEW**

In May 2017, the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board of Directors approved the Low-Income Fare is Easy (LIFE) program to assist patrons with resources to utilize the transit system. LIFE offers fare subsidies that may be applied towards the purchase of Metro or any LIFE participating operator pass and regional ride options. In September 2022, Metro Board approved a motion to double the enrollment in the LIFE program by end of 2022. The Board also directed the staff to offer self-certification and ease the application process for the individuals applying for the program.

**Subsidies Offered** – LIFE offers discounts towards a purchase of a pass or 20-Regional Rides. In addition, LIFE Limited offers taxi coupons, Variable Value Vouchers (VVs) or 4-Regional Ride Tickets. The LIFE Limited program is available to qualifying agencies approved by the Administrator, these agencies must serve the populations detailed in page 13. Beginning October 15, 2021 LIFE Program began offering free promotional 90-Day rolling pass to new enrollees.

### **LIST OF TRANSIT OPERATORS IN THE LIFE PROGRAM**

Antelope Valley Transit Authority  
Culver City Municipal Bus Lines  
Foothill Transit  
Glendale BeeLine  
Gtrans  
LADOT  
Long Beach Transit  
Metro  
Montebello Bus Lines  
Norwalk Transit System  
Pasadena Transit  
Santa Clarita Transit  
Santa Monica - Big Blue Bus  
Torrance Transit System

**LIFE ADMINISTRATOR CONTACT INFORMATION AND SERVICE AREAS**

The following are the geographical areas that each administrator is responsible for across Los Angeles County.

**FAME Assistance Corporation (FAC):**

Located at: 1968 W. Adams Blvd., Los Angeles CA 90018

Contact Telephone: (323) 870-8575

[LIFEinfo@famecorporations.org](mailto:LIFEinfo@famecorporations.org)

FAME's service areas are: Antelope Valley, Central Los Angeles, Gateway Cities, San Fernando Valley, South Bay, Westside Cities and Santa Clarita Valley located in the Northwestern and Southwestern regions.

**International Institute of Los Angeles (IILA):**

Located at: 9060 Telstar Avenue, Suite #223, El Monte CA 91731

Contact Telephone: (818) 244-2550

[LIFEinfo@iilosangeles.org](mailto:LIFEinfo@iilosangeles.org)

IILA's service areas are: Gateway Cities and San Gabriel Valley located in the Southeastern region.

**The enrollment and/or subsidy distribution is made available throughout Los Angeles County via a wide range of not-for-profit and governmental agencies that enroll and/or distribute subsidies to the low-income population.**





### **CRITERIA FOR LIFE ADMINISTRATORS**

Administrators are contracted by LACMTA to administer the LIFE program and manage LIFE partner agencies in their respective areas and ensure that the LIFE program is operated according to the LIFE Operating Guidelines. Administrators are responsible to comply with the terms of the current contract including latest amendment. In addition, Administrators should follow the criteria set for the distributing agencies. Especially, the sections on accountability, transportation subsidy security, screening for patron eligibility, record keeping, training and procedures for distributing transportation subsidies (taxi coupons, VVV's and 4-Regional Ride Tickets) should be carefully followed by the Administrators.

### **CRITERIA TO BECOME A LIFE PARTNER AGENCY**

Administrators recognize the importance of careful screening of the agencies to ensure that they will follow the LIFE Operating Guidelines. The following are the minimum eligibility requirements for partner agencies. Additional criteria may be added as requested by the Administrator.

#### **The agency must:**

- Be a not-for-profit 501 (c) (3) organization and be established in Los Angeles County for a or minimum of 3 years or part of a local jurisdiction (city or county of Los Angeles).
- Operate out of a fixed structure.
- Have a minimum of 50 people participating in their program, which includes both parent agency and all satellite offices.
- Not sell TAP fare products by way of the Retail Point of Sale (RPOS) (Having an RPOS device is immediate disqualification and or termination from the program).
- Be committed to following all LIFE program requirements.

**Agencies must have internet access and computer systems necessary to operate LACMTA's patron information database at the time of enrollment or distribution.**

Participating agencies must follow the program guidelines set by LIFE Administrators in distribution of media to the eligible patrons. They may develop their own policy identifying individuals as having an unmet transportation need while maintaining the minimum eligibility criteria set by Administrator. **It is important that agencies recognize that the goal of LIFE is to subsidize transportation and that it is not an entitlement program.** Since LIFE is to be used by persons without access to other transportation resources, participating agencies are responsible for becoming aware of other transportation resources which might meet patrons' needs.

## **PROCEDURES FOR PARTNER AGENCIES**

All partner agencies must adhere to the following “Participant Eligibility Requirements” guidelines as applicable to the service they provide.

### **Program Requirements**

- **Agreement** – Administrators will enter into an agreement only with organizations that are committed to serving the community and retaining the integrity of the LIFE program. A senior official who has authority to sign contracts on behalf of an agency must sign a written agreement with their Administrator and provide information needed to complete the *Agency Register* form. Information on this form includes the name, title, and signature of those individuals authorized to receive, distribute or enroll in the LIFE or LIFE Limited (i.e., taxi coupons/VVVs and/or 4-Regional Ride Tickets for the agency). Each agency is to notify their Administrator immediately of any changes in this form concerning the signature of its senior official and all authorized staff.

Each agency is to develop and provide to their Administrator a set of its eligibility criteria specifying how it will allocate this limited resource and determine individual eligibility. This statement is to include specifics on why the LIFE program would be selected over other transportation subsidy programs for individuals with urgent transportation needs. If any agency changes its eligibility criteria, these changes are to be submitted to their Administrator prior to implementation.

Administrators retain the right to cancel its agreement with an agency for any action that jeopardizes the program, or any reason Administrator deems appropriate and necessary.

- **Accountability** – Every agency is responsible for accounting and keeping accurate records of the taxi coupons/VVVs and/or 4-Regional Ride Tickets it receives. Every taxi coupon/VVV/4-Regional Ride Ticket has a unique serial number on it that is traceable back to the distributing agency and enables the agency to track its handling of taxi coupons/VVVs/4-Regional Ride Tickets. No subsidy is to be distributed without following the procedures in this document.
- **Auditing** – From time to time, distributing agencies may be audited by their Administrator, LACMTA auditors or asked to track the disposition of a single taxi coupon/VVV/4-Regional Ride Ticket. For any audit or taxi coupon/VVV-tracking/4-Regional Ride Ticket, full agency cooperation is required.
- **Transportation Subsidy Security** – Agencies are to keep taxi coupons/VVVs and 4-Regional Ride Tickets in a safe place and protect them as cash. Lost, stolen, or unaccounted for taxi coupons, VVVs, and/or 4-Regional Ride Tickets are to be reported immediately to their Administrator, and a police report must be made out and submitted to their Administrator. Agencies will be responsible for reimbursing LACMTA for any media which has been lost, stolen or unaccounted for.

- **Screening for Patron Eligibility-** Each agency must screen for eligibility of all patrons before enrolling them or distributing taxi coupons, VVVs, and/or 4-Regional Ride Tickets by completing a LIFE Patron Application. Each patron must show supporting documentation to accompany the form in order to establish and meet the minimum eligibility requirements set forth by LACMTA. Qualifying support documents should include identification, residency, domicile, income level, and/or other documents which demonstrate eligibility. ONLY in cases where such documentation is not available due to homelessness or other exceptional circumstances, the agency providing the service may execute a LIFE Limited Agency Affidavit of Eligibility certifying the eligibility of the patron based on the agency's own knowledge and such an affidavit will be deemed to constitute evidence of eligibility.
- **Record Keeping** – To control and track usage, each agency is required to record taxi coupon/VVV and 4-Regional Ride Ticket disbursements in the User Log that accompanies every set of taxi coupons/VVV/4-Regional Ride Tickets. Patron's information is entered in the User Log which is accompanied by each pack of taxi coupons/VVV/4-Regional Ride Tickets. This information includes patron's name, address and phone number. In order to track and account for every taxi coupon/VVV, every line of the log is to be completed. "Void" is to be written when appropriate, and voided taxi coupons/VVV/4-Regional Ride Tickets retained to be returned to their Administrator. Ditto marks on the form are acceptable only for those patrons who receive more than one taxi coupon/VVV at a time. Agency will retain on file all programs records and user logs for a minimum of three years prior to the current program year.
- **Training** – Each enrollment/distributing agency's authorized staff is responsible for attending an initial LIFE program orientation/training session provided by their Administrator and any additional training requirement deemed necessary by their Administrator. Each agency is also responsible for providing any additional training on revisions to the LIFE program.

#### **Receiving Transportation Subsidies (Taxi Coupons, VVV, 4-Regional Ride Tickets)**

- **Authorization to Accept Transportation Subsidies** – Only authorized staff may accept delivery of and distribute taxi coupons/VVV and/or 4-Regional Ride Tickets. Each agency is to authorize at least two people to sign for and accept delivery of transportation subsidies and disburse these subsidies and initial the *User Log*. Names, titles, and signatures are to be provided on the Agency Register Form. Administrators are to be advised immediately of any changes in personnel authorizations.
- **Subsidy Replenishment** – Agencies are responsible for following the distribution schedule set forth by FAC/IILA.

**HOW TO ENROLL IN THE LIFE/ LIFE Limited PROGRAM****PATRON INCOME ELIGIBILITY REQUIREMENTS**

To be eligible for the LIFE program, each patron must meet the household size and annual income requirements listed below:

| Household Size | Annual Income    |
|----------------|------------------|
| 1              | \$41,700 or less |
| 2              | \$47,650 or less |
| 3              | \$53,600 or less |
| 4              | \$59,550 or less |
| 5              | \$64,350 or less |
| 6              | \$69,100 or less |

**LIFE Program**

The initial enrollment of this program is relatively easy. The following steps are necessary to be completed in order to fulfill LIFE program requirements.

1. To enroll in the LIFE program, a patron must be a resident of Los Angeles County and the following documents are needed to enroll a patron in the program
  - Valid photo ID
  - Proof of income (check stub, Medi-Cal, EBT, Social Security Award or tax return) or self-certification
  - Valid TAP card (may be requested)
  - Email address (optional, for update purposes only)

There is no age limit, however, minors under the age of eighteen (18) years must be accompanied by a parent or guardian to receive LIFE subsidies.

**TAP Card Dissemination**

If a patron who is enrolling in the LIFE program does not have an active TAP card, they may opt to receive one via the application. When these applications are received, the participating agencies are to send out a TAP card/s to these patrons via mail, or hand them a TAP card if patron is enrolling in person. The new TAP card number shall be used to enroll the patron into the program. Only one TAP card per household member should be issued.

2. The agency will then assist the patron with enrolling in the LIFE program utilizing a program-specific database.

3. Once enrolled in the LIFE program, the patron can choose any of the options listed in Exhibit A on page 10.

**Individuals who are participating in another program that also subsidizes the purchase of passes offered by Metro and any other regional operator, will not be eligible for LIFE subsidies but may qualify for LIFE Limited rides.**

### **LIFE PROGRAM SUBSIDY OFFERED**

LIFE offers the following subsidies to regular and reduced fare riders; maximum subsidy per patron per month is as follows:

#### **EXHIBIT A**

| <b>Subsidy Options</b>  | <b>Subsidy Amount</b>       |
|---|-----------------------------|
| <b>Regular</b> 30-Day/Monthly on <u>one</u> transit system (Local fares only)         | \$24                        |
| <b>Regular</b> EZ Monthly Pass (Base fare only)                                       | \$24                        |
| <b>Regular</b> 7-Day/Weekly on <u>one</u> transit system*                             | \$6 (Up to 4 times a month) |
| <b>Senior/Disabled</b> 30-Day/Monthly on <u>one</u> transit system (Local fares only) | \$8                         |
| <b>Senior/Disabled</b> EZ Monthly Pass (Base fare only)                               | \$8                         |
| <b>College/Vocational</b> 30-Day/Monthly on <u>one</u> transit system                 | \$13                        |
| <b>Student K-12</b> 30-Day/Monthly on <u>one</u> transit system                       | \$10                        |
| <b>20 Regional Rides**</b> good for <u>any</u> participating transit system           | Free for LIFE patrons.      |

**Interagency transfer applies.**

**For additional transit operator fare tables, visit [metro.net/life](http://metro.net/life)**

**To activate the subsidy option, the patron must wait 24 hours after enrollment. Patron must then visit an authorized vendor, visit [TAPTOGO.net](http://TAPTOGO.net) or call 1.866.TAPTOGO in order to load their subsidy. Then they can effectively utilize their TAP card for their transportation needs.**



### **AGENCY PROCEDURES FOR LIFE ENROLLMENT**

Participating agencies are required to enroll all patrons into the LIFE database utilizing the LIFE Program Training Manual and the following guidelines. Prior to entering the patron's information in their LIFE database, it is the responsibility of the agency's employee to verify the patron's ID, income, TAP card, and any other forms of documentation utilized to enroll in the LIFE program.

- **Logging In** – Agencies must have internet access and computer systems necessary to operate LACMTA's patron information database at the time of enrollment or distribution. In order to enroll a patron into the LIFE database, the agency's employee must navigate to the TAPTOGO.net website. Once on the website, the agency's employee will enter their specified email address and password in the upper righthand corner of the page. After signing into the LIFE database account, the agency's employee will automatically be redirected to their portal where they will be able to perform LIFE searches to review and enroll patrons into the program.
- **Welcome Page Navigation** – The following are key functions of the LIFE database interface icons on the main welcome page to further assist in properly navigating through the LIFE database.
  - **Search:** To redirect back to main portal (located on top of the page)
  - **New Family:** Utilize this function to begin enrolling patrons
  - **Search:** To locate a LIFE patron (located in the middle of the page)
  - **Logout:** This function will close your session
  - **Clear Search:** To clear all values, text, or numbers entered in the boxes pertaining to the specific patron's personal information
  - **Header:** To sort patron searches alphabetically (either A to Z or Z to A)
- **LIFE Search** – Once logged into the LIFE database, the agency's employee will be greeted with their portal showing patrons enrolled in their agency. LIFE searches must be complete prior to entering a new application for a patron. When conducting a LIFE search enter any of the fields in the sections provided towards the top of the page with the personal information of the patron, such as, first and last name, date of birth, or application ID. The more information entered, the narrower the search results will be. Once the information is entered, click on search to make sure that the patron is not already registered. If the patron is already registered there is no need to open a new application. If the patron is not registered, then a new application can be opened by navigating through the New Family icon.
- **Adding a Patron and/or Family Member** – After performing a LIFE search, the New Family icon will darken, which means the agency's employee will be able to begin the process of enrolling a patron into the LIFE program. Once the agency's employee clicks on New Family, a new screen will be displayed with fields to be filled in based on the patron's personal information. Blank fields with an asterisk (\*) on top of them are required information. Once the information is entered on all the required fields, click save

to save the application. After clicking the save icon, three options will appear at the bottom of the page. The following are key functions of these options.

- **Edit:** To make changes on the application
- **Delete:** Deletes the entire application
- **Submit:** Complete the application process and enroll the patron in the LIFE program
- **Add a household member:** Redirects to a page to add a family member to an existing application

To add a family member to an existing application, the same rules apply as the Head of Household in their member's application. Once complete, click save to add the new family member into the application. After clicking save, the agency's employee will click OK to finalize the application. After verifying that all information is accurately entered, click submit to enroll the patron into the LIFE program.

- **Nearest Vendors List** – After the patron has been successfully enrolled in the LIFE program, the agency's employee must then guide the patron to visit [TAPTOGO.net/vendors](https://TAPTOGO.net/vendors) for further information on accessing their account. The agency's employee and patron can also access a map of the nearest vendors to a specific agency on [TAPTOGO.net/vendors](https://TAPTOGO.net/vendors).
- **2 year enrollment-** each eligible household patron can re-enroll in the LIFE Program at any partnering agency, beginning as early as 60 days prior from their initial enrollment date. Patrons will be notified via email and/or mail with the updated reenrollment process.



**SUBSIDY CRITERIA FOR LIFE LIMITED PATRONS**

LIFE program fare subsidies are available to Los Angeles County residents whose household income meets the Los Angeles County poverty guidelines. Residents who do not have access to transportation to meet their basic medical, shelter/housing and job search needs may qualify for LIFE subsidies.

It is important that agencies recognize that the goal of LIFE Limited is to subsidize transportation, and that it is not an entitlement program.

The patron should not be receiving subsidy/service from any other source such as, ACCESS (ASI), City Ride, or SHORE.

**Information for Patrons** – Agencies are to review the eligibility guidelines with each patron, keep it in the User Log, and refer to it whenever necessary. Each agency is to display and make available to each patron a current roster of approved taxi companies.

There is no age limit, however, minors under the age of eighteen (18) years must be accompanied by a parent or guardian to receive fare media.

**Enrollment in LIFE Limited will be at the discretion of the agency based on the urgency or short-term transportation needs of the individual.**

**Trip purposes eligible for LIFE Limited fare subsidy:**

- Medical Appointment
- Mandatory Court Ordered Appearance
- Shelter
- Food Banks
- Hospital Release
- Appointments for county and local government agencies (i.e., Social Security, DPSS, Department of Motor Vehicles).
- Case Management is ONLY eligible if:
  - Required by the case/social worker
  - Drug/Alcohol treatment/dependency visits
  - Job Search/Interview

**Medical emergencies do not qualify for eligible trip purpose.**

**Trip purposes NOT eligible for LIFE fare subsidy:**

- Class/School Attendance
- Employment
- Other frequent or recurring activity
- Any non-essential trip or trips not approved by FAC/IILA

### **LIFE LIMITED RIDES**

There are three types of transportation subsidies under LIFE Limited for individuals who are experiencing homelessness, have been discharged from the hospital, have been released from incarceration, a domestic violence victim, and selected Senior facilities. The agencies that assist the above-mentioned individuals must be approved by the Administrator. LIFE Limited offers the following subsidies:

- \$11.00 Taxi Coupon
- Variable Value Voucher (VVV)
- 4-Regional Ride Ticket

The quantity of taxi coupons/VVVs and 4-Regional Ride tickets issued to a single patron will be at the discretion of distributing agency, based on availability and need.

### **Requirements to Receive Taxi Coupons & Variable Value Vouchers (VVV)**

In addition to the requirements set above, any of the following conditions must be met for a patron to qualify to receive taxi coupons/VVVs:

- Frailty
- Mental, developmental or visual disability
- Presence of health risks and/or safety risks in using transit
- Lack of available transit

The urgency of the need, health risk or life-threatening situation would then determine whether one should receive the \$11 Taxi Coupons or the VVVs (i.e. domestic violence shelters, shelters and hospitals/medical centers).

### **Taxi Coupons**

- Each taxi coupon has a fixed maximum value of \$11.00. For estimating purposes, this covers approximately 3 miles.
- If a ride exceeds the value of one taxi coupon, the difference is to be paid by the patron in cash.
- No more than one taxi coupon may be used for a single one-way trip.
- Only taxi companies on the current roster of approved taxi companies may be used for LIFE trips.
- Drivers will not give change if the smart meter reading is less than the value of the taxi coupon used for the trip.

- No portion of a taxi coupon may be used as a tip for the driver; taxi coupons are good for smart meter amount only.

Taxi coupons **must never be used in lieu of an ambulance** in life-threatening situations.

Though there is no maximum for those who receive Taxi Coupons, agencies are expected to validate their patrons need and use discretion when distributing.

### **Variable Value Vouchers (VVs)**

- VVs are available only to certain LIFE agencies qualified by LIFE Administrators. Though the VVs can be used for medical transportation, they **must never be used in lieu of an ambulance** in life-threatening situations.
- Agencies authorized to distribute VVs are allotted a maximum monthly authorized amount and **should not** exceed this amount.
- VVs do not have an individual preprinted value. An agency authorized to distribute VVs must call a taxi company to receive a not-to-exceed amount for each trip and write this amount on the VV. The maximum reimbursement/Do Not Exceed amount of a VV is \$100 for a one-way trip.

Though there is no maximum for those who receive VVs, agencies are expected to validate their patrons need and use discretion when distributing.

**Agencies are expected to cover any balance above the \$100 limit.** *(See Pages 17 for further instructions)*

**VVs will not be reimbursed if agencies provide LACTMA with incomplete information.** *(See Page 18 for further instructions)*

### **Regional 4 Ride Ticket**

- Patrons who are able to use regular bus or rail transportation for some of their LIFE trips will be issued a Regional 4 Ride Ticket.
- Agencies who are authorized to distribute Regional 4 Ride Tickets, will be issued a monthly allotment based on the needs determined by their LIFE Administrator.

Regional 4 Ride Tickets are available through the LIFE program.

Though there is no maximum for those who receive the Regional 4 Ride Tickets, agencies are expected to validate their patrons need and use discretion when distributing.

**PROCEDURES FOR DISTRIBUTING TRANSPORTATION SUBSIDIES****\$11.00 Taxi Coupons:**

- The taxi coupon should be distributed to low-income case managed individuals whose trip purpose meets the ones listed in the guidelines and the trip cannot be taken by bus or rail due to safety, security or health of the individual.
- Agencies are not to distribute taxi coupons to agency employees or their families or any of the agency's volunteers.
  - Program patrons must be present to receive taxi coupons. If the patron cannot pick up taxi coupons in person, then taxi coupons may be mailed only if the distributing agency has a written mail distribution policy for eligible patrons on file. In addition, a written approval of their mailing distributing policy from their Administrator must be on file. Patron must be present, unless the agency has received prior formal authorization from the administrator to provide the coupon under extenuating circumstances.
- The log is to be submitted monthly when the form is completed. Totals of each trip purpose code must be calculated at the bottom of each page.
- Agencies who are authorized to distribute \$11.00 Taxi coupons, will be issued a monthly allotment based on the needs determined by their Administrator.
- When issuing a taxi coupon, each agency must ensure that the "agency name," "name of patron" and "signature of patron" sections of the taxi coupons are completed before giving them to patrons. No taxi coupons are to leave an agency without these three sections completed. Taxi drivers are instructed not to honor taxi coupons without names and signatures. At the completion of the trip, patrons sign taxi coupons a second time in the space labeled "verification signature." The taxi driver completes the remaining information on the taxi coupons.

Agency name                      NON-TRANSFERABLE DRIVER TO RETAIN 2 TOP COPIES  
 Agency Name                      \$11.00 COUPON VALUE \$11.00 F 2629655  
 Date                       
 Begin ODOM Meter                      Signature                      Trip Started at Address / City                       
 End ODOM Meter                      Name                      To / Address / City                       
 Total Miles                      Verification of Signature                      To / Address / City                       
 Taxi company / Fleet Name                       
 Driver #                      Cab #                       
 # of Vouchers                      # of Passengers                     

FAME Assistance Corporation  
 1968 W. Adams Blvd.  
 Los Angeles, CA 90018  
 (323) 643-1675

JULY 1, 2020 - JULY 31, 2020  
 NO CHANGE WILL BE GIVEN

- Above is the proper way for agencies to complete a Taxi Coupon.

**Variable Value Vouchers:**

The Variable Value Voucher (VVV) program is available to certain authorized agencies participating in the LIFE program for their low-income case managed patrons and if they have trip-needs which cannot be met through any other LIFE program options.

- Agencies are not to distribute VVV's to agency employees or their families or any of the agency's volunteers. Program patrons must be present to receive VVV's.

**Agency Procedures:**

- The agency representative contacts a taxi company from the approved LIFE program taxi list to request a trip, providing the taxi company with the patron's name, pick-up location, and destination.
- The taxi company provides the agency with the estimated trip-cost. The agency representative will note this amount in the "estimated trip cost" box on the VVV.
- Agencies are required to cover any balance above the \$100.00 limit.
- The agency is to maintain a log noting the distribution of Variable Value Vouchers (patron, origin, destination, authorized maximum amount, trip purpose).
- Each agency must ensure that the "agency name," name of patron", "signature of patron", trip purpose code, and estimated trip cost are visible on the log.
- Each agency must ensure that they notify the patron prior to issuing them the VVV, that they must sign the verification of signature upon entering the taxi.
- All subsidies should be logged into the database at the same time as the distribution.
- Monthly Limits** – Each agency distributing VVV's is allocated a monthly limit established by FAC/IILA. It is the responsibility of the agency to ensure that VVV trips authorized by the agency do not exceed the monthly limit. Agencies exceeding their monthly limit can and will be billed directly by taxi companies. Failure to pay this in a timely manner may lead to suspension up to termination from LIFE.

Agency name  
Agency Name: current date  
Date: current date  
Begin ODOM Meter  
End ODOM Meter  
Total Miles

NON-TRANSFERABLE DRIVER TO RETAIN 2 TOP COPIES  
**VARIABLE VALUE VOUCHER**  
F 75904

Signature  
Recipient to sign here  
Name  
Recipient's name printed here  
Verification of Signature

Trip Started at Address / City  
145 West Ave LA  
To / Address / City  
678 South Street LA  
To / Address / City

Taxi Company / Fleet Name  
Dispatcher # / Name  
Jae OR #378  
Driver #  
Cab #

Estimated Trip Cost  
\$ 25.00  
# of Passengers

Meter  
\$  
C  
Trip Purpose Code

FAME Assistance Corporation  
1968 W. Adams Blvd.  
Los Angeles, CA 90018  
(323) 643-1675

MAY 1, 2022 - MAY 31, 2022  
NO CHANGE WILL BE GIVEN

TRIP PURPOSE CODES: C-Case Mgmt Svcs  
F-Food Shopping M-Medical S-Shelter V-Vol

- Above is the proper way for agencies to complete VVV's.

**4-Regional Ride Tickets:**

- The 4-Regional Ride Ticket should be distributed to low-income case managed individuals whose trip purpose meets the ones listed in the guidelines.
- Agencies are not to distribute 4-Regional Ride Tickets to agency employees, their families or any of the agency's volunteers. Program patrons must be present to receive 4-Regional Ride Tickets.
- **The database should always be utilized when distributing LIFE subsidies.**
- **User Log** – User Logs must be filled out. The agency is responsible for recording the date, patron name, application number, trip purpose, and 4-Regional Ride ticket serial number. The patron must sign the log and the staff must initial and note totals at the bottom of the form.

**Reporting Misuse:**

- It is the responsibility of distributing agencies and their staff to report any fraud, misuse, or attempt to illegally handle taxi coupons, VVVs, or 4-Regional Ride Tickets or funds associated with the LIFE program immediately to their Administrator, who will in turn report it to the LACMTA project manager.
- Any agency, individual, or taxi company found attempting to fraud, misuse, purchase, sell or illegally handle taxi coupons, VVVs or 4-Regional Ride Tickets will be permanently removed from the program and may face further legal action.

**PROCEDURES FOR LIFE LIMITED DISTRIBUTION**

- **Logging In** – Agencies who can distribute LIFE Limited subsidies will use the same login information as LIFE Regular and procedures for logging in are the same.
- **Accessing LIFE Limited** – Once logged in, agencies with the option to distribute 4-Ride, Taxi Coupon, and/or Taxi Vouchers will see the option for “Go to LIFE Limited” on the top right corner of the welcome page.
- **Welcome Page Navigation** – The following are key functions of the LIFE database interface icons on the main welcome page to further assist in properly navigating through the LIFE database.
  - **Search:** To redirect back to main portal (located on top of the page)
  - **New Subsidy:** Utilize this function to begin distributing subsidy
  - **Search LIFE:** To locate a LIFE Limited patron (located in the middle of the page)
  - **Logout:** This function will close your session
  - **Clear Search:** To clear all values, text, or numbers entered in the boxes pertaining to the specific patron’s personal information
  - **Header:** To sort patron searches alphabetically (either A to Z or Z to A)
  - **Go to LIFE:** This function will revert your session to LIFE Regular database
- **Distributing LIFE Limited Fare Media** – **Once the** LIFE search and client eligibility is conducted **then** start recording distributions in the database by choosing “New Subsidy”, an online application will appear with the following blank fields and will require information to be entered such as:
  - **First Name**
  - **Last Name**
  - **Zip Code**
  - **Date of Birth**
  - **Trip Purpose Code**
  - **LIFE Limited Fare Media Type: 4-Ride, Taxi Coupon, Taxi Vouchers**
    - **4-Ride**
      - All blank fields require data entry and cannot be left blank
      - Subsidy number is required for any fare media distributed
      - Trip Purpose code is required
    - **Taxi Coupon**
      - All blank fields require data entry and cannot be left blank
      - Subsidy number is the coupon number
      - Trip Purpose code is required
    - **Taxi Vouchers**
      - All blank fields require data entry and cannot be left blank
      - Subsidy number is required for any fare media distributed
      - Amount is required for issuance of any taxi vouchers
      - Trip purpose code is required

- **Notes** section is optional

Once all blank fields are filled out, click “Save” to log the distribution. Patron must fill out a LIFE Limited application on their first agency visit (at each distributing agency), this application is valid for one year. User logs must be filled out completely to include the patron’s signature each time they received any LIFE Limited subsidy”.

### **CRITERIA FOR PARTICIPATING TAXI COMPANIES**

All taxi companies in Los Angeles County are eligible to participate in the LIFE program provided they meet the criteria below.

#### **The taxi company must:**

- Be franchised/authorized to operate (pick up patrons) by appropriate authorities and local jurisdictions.
- Operate under a signed written agreement with FAC/IILA.
- Be committed to following all programs and reporting requirements.
- Provide proof of general liability (\$1M) and automobile (\$300K).
- Provide proof of insurance for all vehicles that will be used by the program patrons.
- Provide copies of valid business license upon renewal.
- Provide additionally insured endorsement form.

Taxi companies that meet all selection criteria are eligible to join the program. This document details what is required of each participating taxi company to ensure continued participation in the program. Any violation or omission of these requirements will preclude a taxi company from further participation in the program.

#### **Program Requirements for Taxi Companies**

- **Agreement** – Every taxi company participating in the program must sign a written agreement with FAC/IILA. FAC/IILA retains the right to cancel any agreement with any taxi provider for any reason deemed appropriate by FAC/IILA. Once a taxi company is certified for the program, its name and phone number are added to the roster of authorized participating taxi companies. Only authorized taxi companies will be reimbursed for services rendered.
- **Accountability** – Each taxi company is responsible for accounting for all taxi coupons it receives and for keeping accurate records of taxi coupon receipts. Periodically, taxi companies will be audited by FAC/IILA for taxi coupon/VVV use and reimbursement



**ATTACHMENT "A"**  
**LIFE OPERATING GUIDELINES**

procedures. If a taxi company is audited, full cooperation is required.

- **Training** – Each taxi company is responsible for training its staff and drivers to properly execute program requirements.

**Taxi companies are to ensure that:**

- Drivers provide courteous, professional services for all taxi coupon/VVV users and treat LIFE patrons no differently from other passengers.
- Drivers complete all information on the taxi coupon/VVV completely, accurately and legibly.

NON-TRANSFERABLE DRIVER TO RETAIN 2 TOP COPIES


**\$11.00 COUPON VALUE \$11.00 F 2666291**

|   |   |   |
|---|---|---|
| Agency Name   | Date <u>Current date</u>  |   |
| Begin ODOM Meter<br><u>31539</u>  | Signature   | Trip Started at Address / City                  |
| End ODOM Meter<br><u>31542</u>  | Name  | To / Address / City                             |
| Total Miles<br><u>3</u>   | Verification of Signature<br><u>recipient to sign here</u>                                    | To / Address / City                             |
|  | FAME Assistance Corporation<br>1968 W. Adams Blvd.<br>Los Angeles, CA 90018<br>(323) 643-1675 | Meter<br>\$ <u>9.85</u>                         |
| MAY 1, 2022 - MAY 31, 2022<br>NO CHANGE WILL BE GIVEN                               |   | Taxi company / Fleet Name<br><u>Yellow Cab</u>  |
|   |   | Driver # <u>1340</u> Cab # <u>48913</u>         |
|   |   | # of Vouchers <u>1</u> # of Passengers <u>1</u> |

- Above is the proper way for Taxi Companies to complete a Taxi Coupon.

NON-TRANSFERABLE DRIVER TO RETAIN 2 TOP COPIES

**VARIABLE VALUE VOUCHER F 343194**

|   |   |   |
|---|---|---|
| Agency Name:  | Date:   |   |
| Begin ODOM Meter<br><u>31539</u>  | Signature   | Trip Started at Address / City                        |
| End ODOM Meter<br><u>31542</u>  | Name  | To / Address / City                                   |
| Total Miles<br><u>10</u>  | Verification of Signature<br><u>Passenger to sign</u>   | To / Address / City                                   |
|  | FAME Assistance Corporation<br>1968 W. Adams Blvd.<br>Los Angeles, CA 90018<br>(323) 643-1675 | Meter<br>\$ <u>30.42</u>                              |
| SEPTEMBER 1, 2020 - SEPTEMBER 30, 2020<br>NO CHANGE WILL BE GIVEN                   |   | Trip Purpose Code                                     |
|   |   | Taxi Company / Fleet Name<br><u>Yellow Cab</u>        |
|   |   | Dispatcher # / Name <u>1340</u> Driver # <u>48913</u> |
|   |   | Estimated Trip Cost <u>2</u> # of Passengers <u>2</u> |
|   |   | Not to Exceed \$100.00                                |
| TRIP PURPOSE CODES: C-Case Mgmt Svcs<br>F-Food Shopping M-Medical S-Shelter V-Void  |   |   |

- Above is the proper way for Taxi Companies to complete a VVV.

**PROCEDURES FOR PARTICIPATING TAXI COMPANIES (continued)**

After collecting taxi coupons/VVVs from drivers and verifying that they are completely, accurately, and legibly completed, the taxi companies are to compile the data provided on them for the report to their Administrator. This report must accompany every invoice. No reimbursement will be given to taxi companies for improperly or fraudulently completed taxi coupons/VVVs. Due to COVID-19 any late invoice submissions for billing will need to receive prior approval from MTA Program Manager for reimbursement.

Each taxi company is to develop an internal procedure for verifying and re-verifying VVV counts and VVV information. Each company must assure that their process includes all the following steps:

- The Administrator is to be invoiced for no more than the smart meter amount of the trip.
- For trips in which taxi coupons are used, the maximum amount invoiced shall be in accordance with the Smart Meter and not exceed \$11.00 per taxi coupon.
- No more than one taxi coupon should be accepted for the one-way trip same trip.
- For VVV trips, the maximum amount invoiced shall not exceed the not-to-exceed amount on the VVV. In special circumstances where the amount exceeds, it is the issuing agency's responsibility to pay the difference.
- For any VVV trip that exceeds \$100, the Administrator can be invoiced only **up to** \$100.
- Taxi companies must ensure that each taxi coupon and/or the VVV is appropriately completed as specified on page 22, before accepting them.
- Taxi companies are to check each taxi coupon/VVV to assure that the total trip mileage reasonably matches the smart meter reading. Taxi coupons/VVVs are deemed complete when accompanied by a Smart Meter receipt or an online GPS tool distance determination.

**Dispatch Procedures**

When a patron calls for a taxi, the dispatcher will be advised if the trip will be paid for with a LIFE program taxi coupon/VVV. The dispatcher is to advise the driver if a taxi coupon/VVV will be used for the trip.

**Driver Procedures**

- The driver verifies the signature. Drivers are not to accept VVVs from patrons whose second signature does not match the original.

- The driver is to complete each taxi VVV with all necessary information:
  - a) Date of trip
  - b) Begin Odometer
  - c) End Odometer
  - d) Total Miles
  - e) Trip Started at Address/City (origin)
  - f) To Address/City (destination)
  - g) Taxi company
  - h) Driver number
  - i) Taxi number
  - j) Number of patrons on the trip
  - k) Meter (amount on smart meter)
- Drivers are to log every trip paid for with a LIFE taxi coupon/VVV on their day's waybill or trip sheet and to follow all standard practices as required by the taxi company.
- Drivers are to treat all taxi vouchers as cash and surrender them to the company cashier according to the company's standard procedures.
- Taxi drivers should not honor taxi coupons/VVVs without names and signatures. At the completion of the trip, patrons sign taxi coupons/VVVs a second time in the space labeled "verification signature." The taxi driver completes the remaining information on the VVV.

### **Billing Cycle**

- Invoices are to be submitted between the first and tenth of each month, in order to receive timely reimbursements.

Taxi coupons/VVVs not invoiced within thirty (30) days of the taxi coupons/VVV's expiration date will not be reimbursed.

Due to COVID-19 any late invoice submissions for billing will need to receive prior approval from MTA Program Manager for reimbursement.

**To acknowledge receipt of FY23 Operating Guidelines, all staff who will be authorized to execute the program must read sign the required acknowledgment form provided by the Administrator.**

**Acknowledgment of Receipt of  
Operating Guidelines Effective January 1, 2020**

All undersigned acknowledge they have received, read, and accepted the 2020 – 2024 LIFE Program Operating Guidelines, and agree to comply with the terms and guidelines of this document.

**Agency Name and Address**

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Staff Name

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Staff Signature

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Date

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Staff Name

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Staff Signature

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Julio Salcedo, Director of Recreation and Community Services  
Maribel Perez, Recreation and Community Services Supervisor

**Date:** November 18, 2024

**Subject:** Consideration to Approve a Memorandum of Understanding with Los Angeles Unified School District Miller Career and Transition Center for a Work-Based Learning Opportunity Volunteer Program

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) with the Los Angeles Unified School District Miller Career and Transition Center/Advanced Transition Skills ("CTC") (Attachment "A" – Contract No. 2323) for a Work-Based Learning Opportunity Volunteer Program;
- b. Authorize the City manager, or designee, to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. On December 13, 2022, the Los Angeles Unified School District ("LAUSD") Miller Career and Transition Center/Advanced Transition Skills ("Miller CTC/CATS") program team approached City staff seeking volunteer job training for their students.
2. On February 13, 2023, the first two (2) program volunteers began their assignment in the Recreation and Community Services (RCS) Department at Recreation Park.
3. In May 2023, City staff was invited to attend the Miller Career and Transition Center Open House event, highlighting all the services and programs available for students with special needs.
4. On October 18, 2023, the second round of program volunteers began their assignment at Recreation Park.

**Consideration to Approve a Memorandum of Understanding with Los Angeles Unified School District Miller Career and Transition Center for a Work-Based Learning Opportunity Volunteer Program**

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5. In November 2023, LAUSD launched efforts to formalize the collaboration between Miller CTC/CATS and the City by developing a Memorandum of Understanding.

**ANALYSIS:**

For over 20 years the Miller Career and Transition Center (CTC), located on the Cleveland High School campus, has been providing a rigorous vocational curriculum to students on the Alternate Curriculum. Miller students are offered a variety of programs, activities and community-based experiences on a daily basis. The Miller campus is responsible for the following programs: Auto Detailing, Bakery, Basic Employment Skills Training (BEST), Building Services, Center for Advanced Transition Studies (CATS), Clerical Services/Job Skills, Construction, Community Ready Employment Skills Training, Culinary Arts, Destination Training, Entrepreneurial, Farming, Graphic Arts, Landscaping, Media Arts, Practical Assessment Exploration System (PAES Lab), Retail, Special Beans Coffee Shop, and Textiles. The classrooms and campus are setup differently than a traditional secondary campus. Everything at Miller CTC is designed to teach vocational skills and how to apply them in the real world.

Since 2023, the City and Miller CTC have collaborated through the Center for Advanced Transition Studies (CATS) program. CATS is a partnership between LAUSD and local community colleges with a program located at Los Angeles Mission College in Sylmar. Students participating in this program have the opportunity to enroll in community college classes as well as engage in lessons focused on personal and career development. Miller CTC students also get the chance to work in the community at local businesses and community centers, receiving public transportation training so they can travel independently to and from school and their job-training site.

The RCS Department has participated in two (2) rounds of the volunteer based job-training program at Recreation Park; two (2) students in the Spring of 2023 and another two (2) for the full school year 2023-2024. The adult student volunteers are processed through the RCS Department's Volunteer Program, completing an application and undergoing a background check. The student volunteers and site coaches are provided with a list of duties, receive a walkthrough of the facility and are introduced to City staff. Due to the time of day the students are available through the program, the job training assignment primarily consist of facility maintenance, room setup and tear down, restocking of supplies and event preparation assistance. The volunteers receive one-on-one job training from their CATS program coach and City staff assigned to the program.

The purpose of the Memorandum Of Understanding (Attachment "A") is to formally establish a work-based learning partnership for the benefit of the students to gain work experience. The agreement provides the terms and conditions, responsibilities, and scope of work of the parties involved to assist students with intellectual and developmental disabilities to build employability skills and to provide career exploration through evidence and research-based practices.



**Consideration to Approve a Memorandum of Understanding with Los Angeles Unified School District  
Miller Career and Transition Center for a Work-Based Learning Opportunity Volunteer Program**

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There is no cost to participate in the program, which provides work-based learning opportunities prepare students for competitive integrated employment when they leave school. It supports students with becoming productive members of the workforce leading to a better quality of life with employment options that will provide opportunities for advancement similar to other employees without disabilities.

**BUDGET IMPACT:**

There is no cost to the City as the program provides volunteers and a site supervisor for volunteer supervision. There is a minimal impact on employee time for initial training but this cost is offset by the additional volunteer hours to assist staff with facility maintenance and other duties.

**CONCLUSION:**

It is recommended that the City Council approve the Memorandum of Understanding with LAUSD Miller Career and Transition Center and authorize the City manager to make non-substantive changes and execute all related documents.

**ATTACHMENT:**

A. Contract No. 2323

**NO-COST MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE LOS ANGELES UNIFIED SCHOOL DISTRICT**

**Miller CTC**  
**School**

**THE CITY OF SAN FERNANDO**

**San Fernando Department of Recreation and Community Services**  
**Contractor**

**FOR**

**WORK-BASED LEARNING OPPORTUNITIES**  
**(General Nature of Services)**

**(“MOU”)**

**Parties:**

1. The Los Angeles Unified School District (the “District”) is a public school district organized and existing under and pursuant to the constitution and laws of the State of California and with a primary business address at 333 S. Beaudry Avenue, Los Angeles, California 90017.
2. Miller CTC (the “School”) is a District School located at 8218 Vanalden Ave, Reseda, CA 91335
3. **CONTRACTOR NAME:** The City of San Fernando, a municipal corporation organized under the general law of the State of California which, for purposes of this MOU, is acting through its Department of Recreation and Community Services.  
**TYPE OF BUSINESS:** Public agency/municipality.  
**POINT OF CONTRACT:** Julio Salcedo, Director of Recreation & Community Services  
**ADDRESS:** 208 Park Ave., San Fernando, CA 91340  
**TELEPHONE:** (818) 898-1290  
**EMAIL:** jsalcedo@sfcity.org
4. **Term of Agreement:** This agreement (“Agreement”) shall be effective for five (5) years from the date the last party signs this Agreement. Either party may terminate this MOU for any reason at any time upon 30 day written notice to the other party.

**5. Purpose:**

Establish a work-based learning partnership for the benefit of students to gain work experience. This agreement provides the terms and conditions, responsibilities, and scope of work of the parties involved to assist students with intellectual and developmental disabilities to build employability skills and to provide career exploration through evidence- and research-based practices. Work-based learning opportunities prepare students for competitive integrated employment (CIE) when they leave school and supports students with becoming productive members of the workforce leading to a better quality of life.

The goal of such a partnership is to provide an opportunity for students to build skills that lead to the students culminating from district programs and:

- Being compensated at or above minimum wage and comparable to the customary rate paid by the employer to employees without disabilities performing similar duties and with similar training and experience;
- Receiving the same level of benefits provided to other employees without disabilities in similar positions;
- Working at a location where the employee interacts with other individuals without disabilities; and
- Presenting opportunities for advancement similar to other employees without disabilities in similar positions.(Workforce Investment Opportunity Act, 2016)

**6. DUTIES****a) The District, acting through the School, will perform the following duties:**

- (i) Provide guidance, and administrative oversight on the following services: Volunteer work experiences, paid and non-paid internships, transportation, on-site work supervision provided by designated teachers, job developers, job coaches, or Vocational Transition Assistants.
- (ii) The District shall select students for participation in work experience opportunities.
- (iii) The District shall designate a Supervising Educator, who shall be a qualified special education teacher employed by the District. The Supervising Educator shall be responsible for overseeing the student's progress and ensuring compliance with all applicable educational and safety standards at the work-based learning site.
- (iv) Designated teachers, paraprofessionals, or Vocational Transition Assistants will visit the work site to assist the worksite in evaluating job performance and providing feedback and instruction to the student.

- (v) Ensure that the selected students have duly completed all required documents as outlined in the Work Based Learning Application ("WBLA"), attached hereto and incorporated herein as Exhibit A.
- (vi) Provide Worksite Supervisor with Student's Worksite Folder including a copy of the following: Information Sheet, Participants' Agreement, Medical Consent Authorization, and Permit to Employ and Work.
- (vii) Provide comprehensive instruction concerning the job duties and expectations associated with the work experience, including but not limited to, safety protocols and procedures required while performing job-related tasks.

**b) The Contractor will perform the following duties:**

- (i) Provide a maximum of **four (4)** work-based learning positions concurrently.
- (ii) Offer a reasonable probability of continuous employment for the student during the time for which he/she is enrolled in work-based learning.
- (iii) Provide working conditions that comply with Cal/OSHA safety guidelines so as to minimize the risk of health, physical, and welfare harm to students.
- (iv) Ensure responsible supervision of the working student in order that he/she may obtain maximum educational and occupational experiences.
- (v) Confer with supervising educator regarding the student's progress at the work-based learning site.
- (vi) Maintain accurate student records (e.g., attendance, emergency contact information, Information Sheet, etc.) on the work-based learning site and make these available to the Supervising Educator.
- (vii) Ensure that the student will have equal opportunities for work-based learning experiences regardless of ethnicity, gender, or disability.
- (viii) Assign worksite duties, which shall be determined based on the specific placement of the student. Duties will be defined considering the individual needs of the student and the nature of the work experience, as outlined in Exhibit B.

**7. Contractor's Performance of Services:**

7.1 In performing the Services, the Contractor, to the extent required or otherwise authorized by applicable law, will not share any personally identifiable information, personal health information or any other information pertaining to students with any third party. If the Contractor receives student information, the Contractor will follow paragraph 7.6, below.

7.2 Except to the extent necessary to perform its duties and obligations under this MOU, Contractor will not collect any student data from the School or from the parent/guardian. Contractor will not request or receive information from a student's parent or guardian unless the parent or guardian has first signed the District's Work Based Learning Agreement and Consent Form document (hereinafter, the "District Consent Form"), the form of which is included within the WBLA.

7.3 Contractor may not take or post to social media photographs of students or record students via audio/or video, unless a parent or guardian has first executed the District Consent Form.

7.4 Contractor will review the District's Crisis Response Protocol (the "CR Protocol") with those employees and agents of Contractor who are directly responsible for performing Contractor's duties and obligations under this MOU. District represents that the iteration of its CR Protocol appearing on its internet website at <https://www.lausd.org/cms/lib/CA01000043/Centricity/Domain/318/BUL-5800%20%20CRISIS%20PREPAREDNESS%20RESPONSE%20AND%20RECOVERY%20.PDF>, is and shall remain the location of the correct and most up-to-date iteration of said protocol.

Contractor shall instruct those employees and agents responsible for reviewing the CR Protocol to use all reasonable efforts to promptly notify the Supervising Educator if a student is in crisis "i.e. suicidal ideation, homicidal ideation, or threat of harm to others" as described in the District's Crisis Response Protocol. The foregoing notwithstanding, District acknowledges, understands and agrees the Contractor's employees and agents are not mental health professionals and shall not be held to the standard of care applicable to mental health care professionals with respect to evaluating whether or not a student is truly experiencing a mental health crisis or not.

7.5 Contractor will follow the District guidelines for: Child Abuse and Neglect Reporting Requirements, <https://www.lausd.org/cms/lib/CA01000043/Centricity/Domain/383/BUL-1347.5%20Child%20Abuse%20and%20Neglect%20Reporting%20Requirements.pdf> ; Suicide prevention, intervention, and postvention, <https://www.lausd.org/cms/lib/CA01000043/Centricity/Domain/318/BUL-2637.4%20Suicide%20Prevention%20with%20Attachments.pdf> ; Code of Conduct with Students.

7.6 Contractor will be familiar with and follow the District's Code of Conduct with Students, attached hereto and incorporated herein as Exhibit D, <https://www.lausd.org/cms/lib/CA01000043/Centricity/Domain/383/Attachment%20A%20-%20Code%20of%20Conduct%20with%20Students%20-%20Poster%20English.pdf>, and understands that the Code of Conduct with Students prohibits a Contractor from providing students with, or requesting from students, information to contact them and/or communicating/socializing with student(s), orally, in writing, by phone/email/electronically/webcam, via Internet, social media, or in person for purposes that are not specifically school-related.

8. **Locations and Services:** Contractor has submitted, and District has approved, one or more completed Non-Health Service Delivery Applications ("SDA"), each of which sets forth the services ("Services") to be provided by Contractor and identifies the School (or other District location) at which the Services are to be provided. SDAs must be completed and submitted to the Organization Facilitator named in the SDA annually on or before October

7<sup>th</sup>. Each completed SDA shall be a considered a part of this Agreement and incorporated hereto by reference. The foregoing notwithstanding, in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of an SDA, the provisions of this Agreement shall govern and control. Subject to District's approval, additional schools and services may be added by completion and submission of an SDA for such site(s). Services shall be delivered on days and times mutually agreed to in writing by both parties. The substantive form of the SDA is attached hereto as Exhibit B.

9. [RESERVED]

10. **Independent Contractor:** While engaged in performance of this MOU, the Contractor is an independent contractor and is not an officer, agent or employee of the District. Contractor is not entitled to benefits of any kind to which District's employees are entitled, including but not limited to unemployment compensation, worker's compensation, health insurance and retirement benefits. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to performance of this MOU. Contractor assumes full responsibility for its own worker's compensation insurance, and payment of all federal, state, and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor's employees. Contractor warrants its compliance with state law and the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Additionally, Contractor agrees that it is free from control and direction of the District; performs work that is outside the usual course of the District business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the services Contractor will perform for the District under this MOU.

11. **Reports and Records:**

11.1 **Documentation Developed by Contractor.** Contractor shall provide a report to the Organization Facilitator named in the completed SDA, on August 10th that includes data from the previous academic year as specified in Section 7, above for the previous year and on February 10th for the current academic year.

11.2 **Audit Reports.** In the event that federal, state or local governments conduct an audit / compliance review relating directly and exclusively to Contractor's performance under this MOU, Contractor shall provide a copy of such audit/compliance review with District within sixty (30) calendar days of receipt of the report or review , provided that Contractor shall be under no obligation to produce any report to the extent all or any portion of the records is determined by City to be privileged, confidential or unrelated to Contractor's performance under this MOU.

11.3 Contractor shall maintain and the District shall have the right to examine and audit all non-privileged and/or non-confidential books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), relating to Contractor's performance under this

MOU. Contractor shall make said records available to the District for inspection at Contractor's offices during Contractor's regular business hours and without charge to the District, provided that District shall provide Contractor with prior written notice of any request to so inspect the records which notice shall be provided no less than thirty (30) calendar days before any requested date.

## **12. Confidentiality:**

121 Except as provided in Subsection 11.2, without the prior written consent of an authorized representative of District, Contractor shall neither divulge to, nor discuss with, any third party any information identified as privileged and conditional by District in writing, any records obtained from District which are stamped privileged and confidential or any information or records which are otherwise exempt from disclosure pursuant to the California Public Records Act (Govt. Code Section 7920.000 et seq.) the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. Contractor shall make a reasonable effort to inform District, in writing, of the nature and reasons for such disclosure. Written notice by Contractor may take the form of an electronic mail by Contractor to District. Contractor shall not use any confidential information or records obtained from District for any purpose other than the performance of this MOU, without District's written prior consent.

122 Contractor may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Subsection 11.1 that is reasonably required for the performance of the subcontractor's work under this MOU. Prior to any such disclosure, Contractor shall obtain the subcontractor's written agreement to the requirements of Subsection 11.1 and shall provide a copy of such agreement to District

123 Contractor represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information or records which Contractor has stamped confidential which are provided by Contractor in the performance of this MOU, nor shall Contractor make any oral or written statement wherein Contractor claims to be speaking on behalf of the District without District's prior written consent.

124 Contractor's obligation of confidence with respect to information submitted or disclosed to Contractor by District hereunder shall survive termination of this MOU.

### **125 Data Privacy**

Contractor and District recognize that records relative to students, maintained by them respectively, are confidential pursuant to provisions of Federal and State law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085.

Contractor and the District understand and agree that Contractor serves as a "school official" for the purpose of receiving personally identifiable student information under

FERPA in accordance with 34 CFR 99.31(a)(1)(ii) and is responsible for the proper handling of student information and Education Records in accordance with the terms of this MOU and FERPA. Contractor acknowledges that it is fully familiar with the obligations of, is subject to, and will fully comply with the privacy regulations set forth in FERPA. Contractor will not access, disclose or use any student information or Education Records except to the extent such access, disclosure or use is in full accordance with FERPA, and is explicitly permitted under this MOU. Contractor will maintain the security of student information and any personally identifiable information from an education record ("PII") at all times and will promptly notify the District in the event of any disclosure that is inconsistent with the terms of this MOU. PII includes records that the Contractor creates in the course of providing Services. For purposes of this Agreement the capitalized term "Education Records" means records containing any personal information of a student such as social security numbers, home addresses, phone numbers, email addresses, student identification numbers, student academic records, medical records or other PII.

12.5.1 In the event Contractor receives any PII, Contractor shall:

- a. Not disclose the information to any other party without the consent of the parent or eligible student;
- b. Use the data for no purpose other than the Services described in this MOU;
- c. Allow the District access to any relevant records for purposes of completing authorized audits;
- d. Require all employees, contractors and agents of any kind who receive PII to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this MOU;
- e. Maintain all data obtained pursuant to this MOU in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this MOU except as necessary to fulfill the purpose of this MOU. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this MOU in the same manner as the original data.
- f. Destroy or return all PII obtained under this MOU when it is no longer needed for the purpose for which it was obtained no later than 30 days after it is no longer needed. In the event Contractor destroys the PII, Contractor shall provide the District with certification of such destruction within five (5) business days of destruction. Contractor will provide District with 20 days' notice prior to destroying any PII.
- g. Failure to return or destroy the PII will preclude Contractor from accessing personally identifiable student information for at least five years as provided for in 34 C.F.R. section 99.31(a)(6)(iv).



12.5.2 If Contractor is an operator of an Internet website, online service, online application, or mobile application, Contractor shall comply with the requirements of California Business and Professions Code § 22584 and District policy as follows:

- a. Contractor shall not (i) knowingly engage in targeted advertising on the Contractor's site, service or application to District students or their parents or legal guardians; (ii) use any information regarding a student, including PII, to amass a profile about a District student; (iii) sell any information regarding, including PII; or (iv) disclose any information regarding PII without the District's written permission or as otherwise permitted in California Business and Professions Code § 22584.
- b. Contractor will store and process any privileged and confidential data provided to Contractor by District in the performance of this MOU ("District Data") in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own privileged and confidential data of a similar type. Without limiting the foregoing, Contractor warrants that electronic District data will be encrypted in transmission using secure hypertext transfer protocol (HTTPS) with transport layer security (TLS) protocol version 1.2 to enable secure communications over the Internet, and encrypted at rest using no less than 128-bit AES algorithm with a truly random key no less than 128 bits in length.
- c. Contractor shall delete a student's PII or other information regarding a student upon request of the District.
- d. District Data shall not be stored outside the United States without prior written consent from the District.
- e. In the event of an actual or potential breach of PII data, Contractor shall immediately notify the District.

12.5.3 Prior to receiving any student PII from the District, Contractor and District shall enter into a data use agreement, available at <https://achieve.lausd.net/Page/12982> and incorporated herein by reference as if attached hereto.

13. **Conflict of Interest:** Contractor represents that Contractor has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this MOU and that no person having any such interest shall be subcontracted in connection with this MOU, or employed by Contractor. Contractor shall not conduct or solicit any non-District business while on District property or time.

13.1 Contractor will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this MOU any and all circumstances existing at such time which pose a potential conflict of interest.

13.2 Contractor warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or noncash gratuity or payment with view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this MOU. Any breach of this warranty shall be a material breach of each and every contract between District and Contractor.

13.3 As a condition of this MOU, Contractor agrees to comply with the "Contractor Code Of Conduct" attached hereto as Exhibit "C" and made a part hereof.

13.4 Should a conflict of interest issue arise, Contractor agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists at no cost to the District.

13.5 Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this MOU, in addition to whatever other remedies the District may have.

14. **Equal Employment Opportunity:** It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status or any protected category under state or federal law and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

15. **Indemnification:** Notwithstanding any language to the contrary in this MOU or any exhibit to this MOU, Contractor shall indemnify District as follows:

15.1 Except as otherwise indicated in this MOU, Government Code section 895.2 imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895. Pursuant to Government Code section 895.4 and 895.6, the Parties shall each assume the full liability imposed upon it, or any of its officers, agents, or employees, by law for injury caused by any negligence or wrongful acts or omission occurring during the performance of this MOU. The Parties indemnify and hold harmless each other for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2.

15.2 In the event of third party loss caused by negligence, wrongful act(s), or omission by both parties, each Party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

15.3 The Parties shall obtain and keep in force at their own mutual expense and for the duration of this MOU adequate self- or independent insurance against claims for injuries to persons or damages to property which may arise from activities, hereunder, such that it adequately covers their mutual obligations under this provision.

**16. Representations, Warranties And Covenants.**

Notwithstanding any language to the contrary in this MOU or any exhibit to this MOU, Contractor represents, warrants, and covenants to District as follows:

**16.1 Compliance With Laws and Regulations**

At all times during the term of this MOU, Contractor shall comply with all applicable federal, state, and local laws and regulations during its performance of all Services contemplated by Exhibit B to this MOU. Contractor represents and warrants that it has all licenses or certificates required to perform the Services or has received waivers from such requirements. Contractor shall ensure that all subcontractors performing Work under this MOU are properly licensed to perform such work. Contractor shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

**16.2 Authority**

Contractor has full power and authority to enter into this MOU and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

**16.3 No Claims**

There is no action, suit, proceeding, or material claim or investigation pending or threatened against Contractor in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Services or restrict Contractor's ability to complete the Services contemplated by this MOU, or restrict District's right to engage the Services. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

**16.4 Americans With Disabilities Act (ADA)**

Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or Services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or Services. Failure to comply with these requirements shall constitute a material breach of this Contract.

- 17. Entire Agreement/Amendment.** This MOU and all exhibits to this MOU, Proposal constitute the entire agreement between the parties to the MOU and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this MOU.

18. **Order Of Precedence.** In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the provisions of the MOU which precede the signature page and Exhibits to the MOU, said conflict or inconsistency shall be resolved by giving precedence in the following order (1) provisions of the MOU which precede the signature; (2) Exhibit C, District Contractor Code of Conduct, (3) Exhibit D, District Code of Conduct with Students, and (4) Exhibit B, Non-Health Service Delivery Application.
19. **Governing Law:** The validity, interpretation, and performance of this agreement shall be determined according to the laws of the State of California, without reference to its conflict of laws provisions. Venue for any court proceedings in connection herewith shall be in the state or federal courts located within the City of Los Angeles, California.
20. **Fingerprinting:** Contractor shall comply and shall require its employees, agents, and subcontractors (if any) to comply with the requirements of California Education Code Sections 45125.1 and 45125.2, at no additional cost to the District. These requirements include, but are not limited to, the following:
- A. If applicable, any employee or agent of Contractor, and any employee or agent of Contractor's subcontractors, who may interact with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee must perform a valid criminal records summary and submit his or her fingerprints to the California Department of Justice (DOJ) in a manner authorized by the DOJ to determine whether the employee or agent has been arrested or convicted of any crime. Contractor will be responsible for any expenses arising from its compliance with this Section, including, but not limited to, the payment of any fee required for fingerprinting or the processing thereof. Contractor shall immediately provide any subsequent arrest and conviction information it receives to the District.
- B. Contractor shall not permit an employee or other person requiring fingerprinting under Education Code Section 45125.1 to interact with pupils until the DOJ has ascertained that the person has not been convicted of a felony as defined in Education Code Section 45122.1. Upon Contractor's receipt of such clearance from DOJ, Contractor shall certify in writing to District that none of the Contractor, its subcontractors, or any of their employees or agents who are required by District to submit their fingerprints to the DOJ and who may interact with pupils has been convicted of a felony as defined in Section 45122.1.
- C. Alternatively, the District may require Contractor to provide continual supervision and monitoring of all employees and agents of Contractor and Contractor's subcontractors by an employee of Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony, as defined by the California Penal Code Sections 667.5 and 1192.7. If the District elects to require this supervision, the Contractor shall supply the supervision at no additional cost to the District. The Contractor shall remove immediately from the District property any employee or agent (including employees or agents of its

subcontractors) who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code Sections 667.5 and 1192.7.

D. Provide a list of the names of Contractor's employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for employee changes and shall list employees by appropriate school site.

E. The District may require the Contractor and its agents and employees who may interact with pupils to submit to additional background checks at the District's sole and absolute discretion.

F. If Contractor is providing work experience opportunities for District pupils, or workplace placements as part of a District pupil's individualized education program as described in Education Code Section 45125.1(b)(2), Contractor is not required to have a valid criminal records summary if all of the requirements of Education Code Section 45125.1(b)(2) are met:

a. At least one adult employee in the workplace during the pupil's work hours, who has direct contact with the pupil and has been designated by the employer as the employee of record who is responsible for the safety of the pupil, has a valid criminal records summary as described in Section 44237.

b. A staff representative of the District makes at least one visitation every three weeks to consult with the District's pupil's workplace liaison, observe the pupil at the workplace, and check in with the pupil to ensure the pupil's health, safety, and welfare, including by addressing any concerns the pupil has raised.

c. The pupil's parent or guardian has signed a consent form regarding the pupil's work placement, attesting that the parent or guardian understands the duties assigned to the pupil and the nature of the workplace environment.

21. **Tuberculosis Testing:** Contractor assures that its employees, subcontractors, and agents providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students. Contractor will comply with the provisions of Health and Safety Code section 121525 regarding the completion of tuberculosis risk assessment prior to performing Services pursuant to this MOU.

22. **Insurance:** Contractor shall, at its sole cost and expense, maintain in full force and effect, during the term of this MOU, maintain insurance coverage through the Independent Cities Risk Manager Authority ("ICRMA") to cover those liabilities set forth in the City's Memorandum of Coverage with ICRMA. shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover the following.

- a. Commercial Form General Liability Insurance, including both bodily injury and property damage, along with abuse and molestation, with limits as follows:

\$1,000,000 per occurrence  
 \$100,000 fire damage  
 \$5,000 med expenses  
 \$1,000,000 personal & adv. injury  
 \$3,000,000 general aggregate  
 \$3,000,000 products/completed operations aggregate

- b. Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
- c. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- d. Sexual Abuse and Molestation coverage: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
- e. Errors & Omissions (Professional Liability) coverage: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
- f. Cyber Liability coverage: \$1,000,000 per occurrence/ \$1,000,000 aggregate.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- g. Contractor shall furnish a certificate of insurance evidencing such coverage to the School as part of this agreement. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to in clauses a, b, d and f, above shall name the Los Angeles Unified School District and the Board of Education as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability and shall waive subrogation rights against such additional insureds. Contractor shall be responsible for all premiums, deductibles, and self-insured retentions on all insurance policies and such payments shall be deemed included in Contractor's obligations under this contract at no additional charge or paid separately by Contractor.

- h. Contractor's provision of such insurance shall not operate as a potential limitation of liability under this Agreement.
- i. Any modification to the insurance requirements listed above requires the approval of the District's Office of Risk Management and Insurance Service.

23. **Assignability and Subcontracts:** Contractor may not assign or otherwise transfer or delegate all, or substantially all, of its rights or duties in this Agreement without the District's prior written consent. Any purported assignment or delegation in violation of this subsection shall be null and void. Contractor may enter into subcontracts provided that, prior to the commencement of any Services by any subcontractor, the subcontracting party enters into a written agreement with such subcontractor that binds the subcontractor to terms that are at least as protective of the rights and information of the Contractor under this MOU, and the subcontracting party uses commercially reasonable efforts to subcontract only with persons or companies that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this MOU.
24. **Notices:** All notices to be given, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this MOU will be sent by prepaid first class mail, by electronic mail, by fax, or hand-delivered, to the addresses set forth below.

**To Contractor:** Julio Salcedo  
 Director of Recreation  
 & Community Services  
 208 Park Ave.  
 San Fernando, CA 91340  
 (818) 898-1290  
 jsalcedo@sfcity.org

**To LAUSD:** James Koontz  
 Coordinator  
 Division of Special Ed.  
 333 S. Beaudry Ave.  
 Los Angeles, CA 90017  
 (213) 241-3323  
 jck6411@lausd.net

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS MOU TO BE DULY EXECUTED.

| -DISTRICT-      | -CONTRACTOR-    |
|-----------------|-----------------|
| BY _____        | BY _____        |
| NAME: _____     | NAME: _____     |
| POSITION: _____ | POSITION: _____ |
| Dated _____     | Dated _____     |

## Work Based Learning Application

### DIRECTIONS:

Carefully complete the following pages with student and/or parent. Once complete, submit application via school mail to the DOTS Office at Bellevue Primary Center. Maintain a digital copy for your records. Note: a student MAY NOT begin work until the application has been processed and an official District Employee Number has been issued.

#### Checklist:

- ☐ Information Sheet \*
- ☐ Department of Rehabilitation Authorization (if applicable) – TPP NMED Authorization
- ☐ Work Based Learning Agreement and Consent Form \*
- ☐ Medical Consent Authorization for Student Employees – required for all students; if student is under 18 years of age, parent's signature is required \*
- ☐ Employee's Withholding Certificate, Form W-4
- ☐ Employment Eligibility Verification, Form I-9
- ☐ Request for Work Permit – required if student is under 18 years of age
- ☐ Permit to Employ and Work – required if student is under 18 years of age \*
- ☐ Summary Chart: Hours of Work – required if student is under 18 years of age \*

#### Attachments to Include:

Supporting Documents from Form I-9 "Lists of Acceptable Documents"

- ☐ One from List A, OR
- ☐ One from List B AND
- ☐ One from List C
- ☐ MiSiS Printout (to verify current address aligns with Information Sheet)
- ☐ Student's Sexual Harassment and Abusive Conduct Prevention Training Completion Certificate (valid for 2 years)

\*Place a copy of this document in the Student Worksite Folder.



## Information Sheet

### STUDENT

|                      |                       |                      |                      |
|----------------------|-----------------------|----------------------|----------------------|
| First Name:          | MI:                   | Date of Birth:       | Age:                 |
| <input type="text"/> | <input type="text"/>  | <input type="text"/> | <input type="text"/> |
| Last Name:           | Student ID:           |                      | Eligibility:         |
| <input type="text"/> | <input type="text"/>  |                      | <input type="text"/> |
| Street Address:      |                       |                      | Apartment #:         |
| <input type="text"/> |                       |                      | <input type="text"/> |
| City:                | State:                | Zip:                 |                      |
| <input type="text"/> | <input type="text"/>  | <input type="text"/> |                      |
| Student Phone:       | Parent/Guardian Name: | Parent Phone:        |                      |
| <input type="text"/> | <input type="text"/>  | <input type="text"/> |                      |

### SCHOOL

|                       |                      |                      |
|-----------------------|----------------------|----------------------|
| School Name:          | Location Code:       | Region:              |
| <input type="text"/>  | <input type="text"/> | <input type="text"/> |
| Street Address:       |                      |                      |
| <input type="text"/>  |                      |                      |
| City:                 | State:               | Zip:                 |
| <input type="text"/>  | <input type="text"/> | <input type="text"/> |
| Supervising Educator: | Phone:               |                      |
| <input type="text"/>  | <input type="text"/> |                      |

### WORKSITE

|   |                       |                       |                      |
|---|-----------------------|-----------------------|----------------------|
| Worksite Name:  | Student Job Title:    |                       |                      |
| <input type="text"/>  | <input type="text"/>  |                       |                      |
| Street Address:   |                       |                       |                      |
| <input type="text"/>  |                       |                       |                      |
| City:   | State:                | Zip:                  |                      |
| <input type="text"/>  | <input type="text"/>  | <input type="text"/>  |                      |
| Total Hours Authorized:   | Total Hours Per Week: | Projected Start Date: | Projected End Date:  |
| <input type="text"/>  | <input type="text"/>  | <input type="text"/>  | <input type="text"/> |
| Worksite Supervisor:  | Phone:                |                       |                      |
| <input type="text"/>  | <input type="text"/>  |                       |                      |
| Worksite Supervisor Signature of Acknowledgement:<br>By signing I am acknowledging that I am aware that the student named on this Information Sheet will be participating in a work based learning experience at this worksite. |                       | Date:                 |                      |
| <input type="text"/>  |                       | <input type="text"/>  |                      |

### DEPARTMENT OF REHABILITATION (For students in TPP Work Program)

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| Counselor Name:      | DOR Office           | NMED Included?       |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

## Medical Consent Authorization for Student Employees

### Autorización y Consentimiento Médico para Empleados Estudiantes

|                                    |                       |  |
|------------------------------------|-----------------------|--|
| First Name/ <i>Nombre de pila:</i> | MI/ <i>Inicial:</i>   | Date of Birth/ <i>Fecha de nacimiento:</i> |
| <input type="text"/>               | <input type="text"/>  | <input type="text"/>                       |
| Last Name/ <i>Apellido:</i>        |                       |  |
| <input type="text"/>               |                       |  |
| Street Address/ <i>Dirección:</i>  |                       | Apartment #/ <i>Departamento #:</i>        |
| <input type="text"/>               |                       | <input type="text"/>                       |
| City/ <i>Ciudad:</i>               | State/ <i>Estado:</i> | Zip/ <i>Postal:</i>                        |
| <input type="text"/>               | <input type="text"/>  | <input type="text"/>                       |

In the event the above named employee is injured or becomes ill during hours of employment for the Los Angeles Unified School District (LAUSD), I, the undersigned, having legal custody, do hereby consent to any x-ray examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care for the said minor which may be deemed advisable by and be rendered under the general or special supervision of any physician and/or surgeon licensed under the CALIFORNIA MEDICINE PRACTICE ACT or of any dentist licensed under THE DENTAL PRACTICE ACT.

Note: It is understood that this consent has been signed in advance of any specific examination, diagnosis, treatment, or hospital care being required and that this consent SHALL remain effective while said student is employed by the Los Angeles Unified School District.

En el caso de que el empleado mencionado anteriormente se lesionara o enfermara durante el horario de empleo para el Distrito Escolar Unificado de Los Angeles (LAUSD, por sus siglas en inglés), yo, el suscrito, quien tiene la tutela legal del menor, por la presente doy mi consentimiento para que al menor mencionado anteriormente se le realicen radiografías, se le aplique anestesia, se le aplique anestesia, se le dé tratamiento o diagnóstico médico, dental o quirúrgico y atención en un hospital que sean recomendados bajo la supervisión general o especial de un médico y cirujano matriculado segun las disposiciones de la LEY DE CALIFORNIA DE EJERCICIO DE LA MEDICINA o de un dentista matriculado bajo la LEY DE EJERCICIO DE LA ODONTOLOGIA.

Nota: Se entiende que el consentimiento que antecede ha sido firmado con anticipación a cualquier examen, diagnóstico, tratamiento o atención específica en un hospital que se requiera y que este consentimiento PERMANECERÁ en vigencia mientras dicho estudiante esté empleado por el Distrito Escolar Unificado de Los Angeles.

|  |                        |  |                        |
|--|------------------------|--|------------------------|
| Parent/Guardian Signature:<br><i>Padre, Madre o Tutor Firma:</i> | Date:<br><i>Fecha:</i> | Student Signature:<br><i>Estudiante Firma:</i> | Date:<br><i>Fecha:</i> |
| <input type="text"/>   | <input type="text"/>   | <input type="text"/>                           | <input type="text"/>   |

#### EMERGENCY CONTACT INFORMATION

Please indicate the people to notify in case of emergency. Must list 3 phone numbers, including parent/guardian. *Por favor indique las personas a avisar en caso de emergencia. Debe incluir 3 números de teléfono, incluido el padre/tutor.*

|  |                                   |
|--|-----------------------------------|
| Parent/Guardian Name:<br><i>Nombre de Padre, Madre o Tutor :</i>   | Phone:<br><i>Teléfono:</i>        |
| <input type="text"/>   | <input type="text"/>              |
| Person #1:<br><i>Persona #1:</i>   | Relationship:<br><i>Relación:</i> |
| <input type="text"/>   | <input type="text"/>              |
| Person #2:<br><i>Persona #2:</i>   | Relationship:<br><i>Relación:</i> |
| <input type="text"/>   | <input type="text"/>              |
| Other Unique Needs (medical, physical, etc.):<br><i>Otras necesidades únicas (médicas, físicas, etc.):</i> | Phone:<br><i>Teléfono:</i>        |
| <input type="text"/>   | <input type="text"/>              |

## Work Program:

## Work Based Learning Agreement and Consent Form

**Site Type:** ☐ All worksite staff/supervisors have a valid criminal records summary (refer to Parent section 4a)  
☐ At least one supervisor has a valid criminal records summary (refer to Parent section 4b)

**Please do not sign until the Agreement is read.**

To participate in Work Based Learning programming ("Work Program"), I, the undersigned, on behalf of myself, and/or my minor child identified below, hereby acknowledge, understand, and agree to the following:

**The Student will:**

1. Maintain satisfactory grades, attendance, cooperation and work habits in all classes.
2. Arrange a work schedule to allow time for study and rest, in adherence with General Summary or Minors' Work Regulations, which I have read and understand.
3. Inform the Supervising Educator if the job interferes with schoolwork or health. Adjustments may be made.
4. Consult the Supervising Educator before quitting or if scheduling changes are made.
5. Comply with reasonable work requests and follow directions as closely as possible, adhering with Cal/OSHA guidelines and any protocols related to COVID-19 Prevention Regulations.
6. Complete the mandatory Sexual Harassment training through the California Department of Fair Housing Employment and Housing Training prior to employment.
7. Notify the Supervising Educator immediately of any worksite concerns, including but not limited to concerns related to safety, discrimination, and/or harassment, whether the concerns arise from the workplace and/or interactions with members of the public that access the workplace.
8. Notify the worksite immediately if illness or emergency prevents work attendance.
9. Obtain a work permit, if under 18 years of age and participating in a paid work experience.
10. Complete related instruction as required by the Supervising Educator.
11. Turn in timesheets according to the directions of the Supervising Educator.
12. If I am over the age of 18 and hold my own educational rights, I will adhere to all Parent responsibilities below. By signing this form, I also consent to all Parent agreements and understandings below.

**The Parent:**

1. Understands that my Student's participation in the Work Program is completely voluntary and at their own risk.
2. Gives approval for enrollment of my Student in the Work Program.
3. Will assist my Student in complying with the above requirements for which they are responsible.
4. Site Type Descriptions:
  - a. FOR SITES AT WHICH ALL STAFF HAVE A VALID CRIMINAL RECORDS SUMMARY: Confirms my understanding that all adults in the workplace have a valid criminal records summary. I understand that a LAUSD staff member will remain in communication with the site and my student to check in with my student to ensure their health, safety, and welfare and to address any concerns they have raised, but will not necessarily visit during the student's work hours
  - b. FOR SITES AT WHICH AN EMPLOYEE OF RECORD (but not all employees) HAS A CRIMINAL RECORDS SUMMARY: Confirms my understanding that at a minimum, one adult employee present at the workplace during the pupil's work hours, who has direct contact with my student and has been designated by the employer as the employee of record who is responsible for the safety of the pupil, will have a valid criminal records summary. I also understand that an LAUSD staff member will make at least one visitation every three weeks during my student's work hours to consult with my student's workplace liaison, observe my student at the workplace, and check in with my student to ensure their health, safety, and welfare, and to address any concerns they have raised.
5. Gives permission for my Student to participate in mandatory Sexual Harassment training prior to employment as required by Government Code Section 12950.1. LAUSD is utilizing the California Department of Fair Housing Employment and Housing Training for these purposes. It is recommended, but not required, that students view this training with a parent. The training can be viewed at the following link: <https://www.dfch.ca.gov/shpt/>
6. Confirms that I have been informed and advised of the duties assigned to my Student and the nature of the workplace environment.
7. Will notify the Supervising Educator immediately if my Student raises any worksite concerns, including but not limited to concerns related to safety, discrimination, and/or harassment, whether the concerns arise from the workplace and/or interactions with members of the public that access the workplace.
8. Understands and agrees to release, indemnify, and hold harmless the Los Angeles Unified School District and any employees of the Los Angeles Unified School District thereof of any liability in connection with claims arising in the Work Program at an off campus worksite.
9. Assume full responsibility for my Student and their actions during the time that they are in transit between school, the place of employment, and/or their home.

**I understand, acknowledge and agree to comply with the responsibilities as set forth in this Agreement. If Student is under 18 and/or does not hold educational rights, parent/guardian signature is required.**

**Student Name:**

**Student Signature:**

**Date:**

**Parent/Guardian Name:**

**Parent/Guardian Signature:**

**Date:**

## Work Program:

# Formulario de Consentimiento y Acuerdo de Aprendizaje Basado en el Trabajo

Tipo de lugar: ☐ Todo el personal/supervisores del lugar de trabajo tiene un resumen de antecedentes penales válido (consulte la sección 4a para padres)  
☐ Al menos un supervisor tiene un resumen de antecedentes penales válido (consulte la sección 4b para padres)

**Por favor no firme hasta haber leído el Acuerdo.**

Para participar en el programa de aprendizaje basado en el trabajo ("Programa de Trabajo"), yo, el abajo firmante, en mi nombre y/o en el de mi hijo menor de edad identificado a continuación, por la presente reconozco, comprendo y acepto lo siguiente:

**El estudiante:**

1. Mantendrá calificaciones satisfactorias, asistencia, cooperación y hábitos de trabajo en todas las clases.
2. Organizará un horario de trabajo que permita tiempo para el estudio y el descanso, de conformidad con el Resumen General o el Reglamento de Trabajo de Menores, que he leído y entiendo.
3. Informará al educador supervisor si el trabajo interfiere con las tareas escolares o la salud. Se pueden hacer ajuste.
4. Consultará con el educador supervisor antes de dejar el trabajo o si se realizan cambios de horario.
5. Cumplirá con las solicitudes de trabajo razonables y seguir las instrucciones lo más fielmente posible, cumpliendo con las directrices de Cal/OSHA y a cualquier protocolo relacionado con el Reglamento de Prevención de COVID-19.
6. Realizará la capacitación obligatoria sobre acoso sexual a través del Departamento de Vivienda Equitativa de Empleo y Vivienda de California antes de ser empleado.
7. Notificará inmediatamente al educador supervisor sobre cualquier preocupación que surja en el lugar de trabajo, incluidas, entre otras, preocupaciones relacionadas con la seguridad, la discriminación y/o el acoso, ya sea que las preocupaciones surjan del lugar de trabajo y/o de las interacciones con miembros del público que acceden al lugar de trabajo.
8. Notificará al lugar de trabajo de inmediato si una enfermedad o emergencia impide la asistencia al trabajo.
9. Obtendrá un permiso de trabajo, si es menor de 18 años y participa en una experiencia laboral remunerada.
10. Realizará la instrucción relacionada según lo requiera el educador supervisor.
11. Entregará las planillas de control de horas de acuerdo con las instrucciones del educador supervisor.
12. Si soy mayor de 18 años y tengo mis propios derechos educativos, cumpliré con todas las responsabilidades de los padres que se indican a continuación. Al firmar este formulario, también doy mi consentimiento a todos los acuerdos y entendimientos de los padres a continuación.

**El padre:**

1. Entiende que la participación de mi Estudiante en el Programa de Trabajo es completamente voluntaria y bajo su propio riesgo.
2. Da su consentimiento para la inscripción de mi estudiante en el Programa de Trabajo.
3. Ayudará a mi estudiante a cumplir con los requisitos anteriores de los cuales es responsable.
4. Descripciones de tipos de lugares:
  - a. PARA LOS LUGARES EN LOS CUALES TODO EL PERSONAL TIENE UN RESUMEN DE ANTECEDENTES PENALES VÁLIDO: Confirmando que entiendo que todos los adultos en el lugar de trabajo tienen un resumen de antecedentes penales válido. Entiendo que un miembro del personal del LAUSD permanecerá en comunicación con el lugar de trabajo y mi estudiante para comunicarse con mi estudiante para garantizar su salud, seguridad y bienestar y para abordar cualquier preocupación que hayan planteado, pero no necesariamente lo visitará durante las horas de trabajo del estudiante.
  - b. PARA LOS LUGARES EN LOS QUE UN EMPLEADO REGISTRADO (pero no todos los empleados) TIENE UN RESUMEN DE ANTECEDENTES PENALES: Confirmando que entiendo que, como mínimo, un empleado adulto presente en el lugar de trabajo durante las horas de trabajo del estudiante, que tenga contacto directo con mi estudiante y haya sido designado por el empleador como el empleado registrado responsable de la seguridad del estudiante, tendrá un resumen de antecedentes penales válido. También entiendo que un miembro del personal del LAUSD hará al menos una visita cada tres semanas durante las horas de trabajo de mi estudiante para consultar con la persona de enlace del lugar de trabajo de mi estudiante, observar a mi estudiante en el lugar de trabajo, y comunicarse con mi estudiante para garantizar su salud, seguridad y bienestar, y para abordar cualquier preocupación que hayan planteado.
5. Doy permiso para que mi estudiante participe en una capacitación obligatoria sobre acoso sexual antes de ser empleado como es requerido por la Sección 12950.1 del Código de Gobierno. LAUSD está utilizando la capacitación del Departamento de Vivienda Equitativa de Empleo y Vivienda de California para estos fines. Se recomienda, pero no es obligatorio, que los estudiantes vean esta capacitación con uno de sus padres. La capacitación se puede ver en el siguiente enlace: <https://www.dfch.ca.gov/shpt/>
6. Confirma que he sido informado y asesorado sobre las tareas asignadas a mi estudiante y la naturaleza del entorno laboral.
7. Notificará inmediatamente al educador supervisor si mi estudiante plantea alguna inquietud en el lugar de trabajo, incluidas, entre otras, preocupaciones relacionadas con la seguridad, la discriminación y/o el acoso, ya sea que las preocupaciones surjan del lugar de trabajo y/o de interacciones con miembros del público que acceden al lugar de trabajo.
8. Entiende y acepta liberar de responsabilidad, indemnizar y eximir de responsabilidad al Distrito Escolar Unificado de Los Ángeles y a cualquier empleado del Distrito Escolar Unificado de Los Ángeles de cualquier responsabilidad en relación con reclamos que surjan en el programa de trabajo en un lugar de trabajo fuera del plantel escolar.
9. Asumo la responsabilidad total por mi estudiante y sus acciones durante el tiempo que esté en tránsito entre la escuela, el lugar de empleo y/o su hogar.

**Entiendo, reconozco y acepto cumplir con las responsabilidades establecidas en este acuerdo. Si el estudiante es menor de 18 años y/o no tiene derechos educativos, se requiere la firma del padre/tutor legal.**

Nombre del estudiante:

Firma del estudiante:

Fecha:

Nombre del padre/tutor legal:

Firma del padre/tutor legal:

Fecha:

**SUMMARY CHART: HOURS OF WORK** CONTRACT NO. 2323

Adapted from The [Labor Commissioner's child labor law booklet](https://www.dir.ca.gov/dlse/ChildLaborLawPamphlet.pdf) available at: <https://www.dir.ca.gov/dlse/ChildLaborLawPamphlet.pdf> and contains comprehensive information about child labor laws, school attendance, wage, hour, and age requirements, restrictions, employer requirements and work permits.)

|                              | <b>Ages 16 and 17</b><br>Must have completed 7th grade to work while school in session.<br>(EC 49112)   | <b>Ages 14 and 15</b><br>Must have completed 7th grade to work while school in session<br>(EC 49112)   | <b>Ages 12 and 13</b>  |
|------------------------------|---|--|--|
| <b>SCHOOL IN SESSION*</b>    | 4 hours per day on any schoolday**<br>[EC 49112, 49116, LC 1391(a)(4)]<br><br>8 hours on any non-schoolday or on any day preceding a non-schoolday.<br>[EC 49112, LC 1391(a)(3)]<br><br>48 hours per week [LC 1391(a)(3)]<br><br>WEE students and personal attendants*** may work more than 4 hours on a schoolday, but never more than 8. [EC 49116, LC 1391(a)(4)(A)] | 3 hours per schoolday outside of school hours<br>[EC 49112, 49116; LC 1391(a)(2)] 8 hours on any non-schoolday<br>[LC 1391(a)(1)]<br><br>18 hours per week [EC 49116, LC 1391(a)(2)]<br><br>WEE students may work during school hours and up to 23 hours per week. [EC 49116, LC 1391(a)(2)] | May be employed only during school holidays and vacations (usually construed to include weekends). May never be employed on any schoolday, either before, during, or after school. [EC 49111]<br><br>Daily and weekly work hour maximums while school is in session are not specified in statute, but may not exceed the maximum allowed when school is not in session or the maximum stated on permit. [LC 1391]<br><br>Not eligible for WEE programs. [EC 49113] |
| <b>SCHOOL NOT IN SESSION</b> | 8 hours per day [LC 1391(a)(3)]<br><br>48 hours per week [LC 1391(a)(3)]  | 8 hours per day [LC 1391(a)(1)]<br><br>40 hours per week [LC 1391(a)(1)]   | 8 hours per day [LC 1391(a)(1)]<br><br>40 hours per week [LC 1391(a)(1)]   |
| <b>SPREAD OF HOURS</b>       | 5 a.m. – 10 p.m. However, until 12:30 a.m. on any evening preceding a nonschoolday [LC 1391(a)(3)]<br><br>WEE students, with permission, until 12:30 a.m. on any day [LC 1391.1]<br><br>Messengers: 6 a.m. – 9 p.m. [LC 1297]   | 7 a.m. – 7 p.m., except that from June 1 through Labor Day, until 9 p.m. [LC 1391(a)(1)]   | 7 a.m. – 7 p.m., except that from June 1 through Labor Day, until 9 p.m. [LC 1391(a)(1)]   |

**STATUTE**

EC 49111, 49112, 49116  
LC 1297  
LC 1391

LC 1392

**PENALTY**

Misdemeanor. Fine, imprisonment, or both. EC 49182]  
Misdemeanor. Fine, imprisonment, or both [LC 1303]  
Fine, imprisonment, or both. [LC 1391(c)]  
Third and subsequent violations, Class A, violation, fine \$5,000 - \$10,000 [LC 1288] Misdemeanor [LC1303]  
\$5,000 - \$10,000. [LC 1288] Misdemeanor.[1303]  
Class A violation \$5,000 - \$10,000. [LC1288] (Minor must be a ward or apprentice.) Misdemeanor [LC 1392]

Permits shall be subject to cancellation by school officials or the Labor Commissioner if the conditions for the legal issuance of the permit or certificate of age do not exist or did not exist at the time the permit or certificate was issued. A permit to work shall be revoked by the issuing authority when he is satisfied that the employment of the minor is impairing the health or education of the minor, or that any provision or condition of the permit is being violated, or that the minor is performing work in violation of any provision of law. [LC 1300; EC 49164]

With few exceptions, all employees are entitled to one day's rest in seven. [LC 551, 552] Days of rest may be accumulated, provided, that in each calendar month the employee receives the equivalent of one day's rest in seven. [LC 554] A violation of Sections 551, 55 and/or 554 is a misdemeanor. [LC 553] School attendance is not considered work time.

\*Statutes governing work hours for 14- and 15-year-olds use the phrase, "while school is in session", for the three-hour day, 18-hour week. California provides no precise definition of this phrase. However, the phrase is also used in federal regulations from which California's standard is derived. [29 CFR 570.35(a)] The U.S. Department of Labor considers the phrase "when school is in session" to mean the scheduled schooldays of the public school system in the county where the minor resides. A school week under federal standards is any week during which school is in session for at least one day. Thus, school is considered in session during any week that has at least one scheduled schoolday. Since the school session is derived from the schedule for the county's public schools, school may be considered in session for a minor who attends a private school that is closed during the summer if the public schools are in session at that same time.

\*\*A "schoolday" is any day that the minor is required to attend school for 240 minutes or more. [ LC 1391(b)]

\*\*\*"Personal attendant" is defined in IWC Order 15-2001, Section 2(J).



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## WORKSITE INFORMATION

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STUDENT NAME:

WORKSITE:

WORKSITE ADDRESS:

WORKSITE SUPERVISOR:

PHONE/EMAIL:

JOB DUTIES:

ACCOMMODATIONS, IF ANY:

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## WORKSITE CHECKLIST

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- ☐ Student is aware of the nature of the business and location.
- ☐ Student and Worksite Supervisor have been introduced.
- ☐ Student has a Student Worksite Folder that includes the following completed documents: *Information Sheet, WBL Agreement & Consent Form, Medical Consent Authorization for Student Employees, Permit to Employ and Work, and Summary Chart: Hours of Work.*
- ☐ Student and Worksite Supervisor are aware of Student Worksite Folder contents and the location at the worksite.
- ☐ Student and Worksite Supervisor are aware of timesheet procedures.
- ☐ Student is aware of payroll procedures.
- ☐ Student and Worksite Supervisor are aware that current CAL/OSHA guidelines must be adhered to, including COVID-19 Emergency Standards.

WORKSITE VISIT(S) COMPLETED ON:

SUPERVISING EDUCATOR:



# Employment Eligibility Verification

Department of Homeland Security  
U.S. Citizenship and Immigration Services

CONTRACT NO. 2325

USCIS  
Form I-9

OMB No.1615-0047

Expires 07/31/2026

**START HERE:** Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the [Instructions](#).

**ANTI-DISCRIMINATION NOTICE:** All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

**Section 1. Employee Information and Attestation:** Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.

|   |  |   |                      |                          |   |                             |
|---|--|---|----------------------|--------------------------|---|-----------------------------|
| Last Name (Family Name)   |  | First Name (Given Name)   |                      | Middle Initial (if any)  | Other Last Names Used (if any)                  |                             |
| Address (Street Number and Name)  |  |   | Apt. Number (if any) | City or Town             |   | State<br><b>CA</b>          |
| Date of Birth (mm/dd/yyyy)  |  | U.S. Social Security Number<br>[ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]   |                      | Employee's Email Address |   | Employee's Telephone Number |
| <b>I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.</b> |  | Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):                 |                      |                          |   |                             |
|   |  | <input type="checkbox"/> 1. A citizen of the United States  |                      |                          |   |                             |
|   |  | <input type="checkbox"/> 2. A noncitizen national of the United States (See Instructions.)  |                      |                          |   |                             |
|   |  | <input type="checkbox"/> 3. A lawful permanent resident (Enter USCIS or A-Number.)  |                      |                          |   |                             |
|   |  | <input type="checkbox"/> 4. A noncitizen (other than <b>Item Numbers 2. and 3. above</b> ) authorized to work until (exp. date, if any) _____ |                      |                          |   |                             |
|   |  | If you check <b>Item Number 4.</b> , enter one of these:  |                      |                          |   |                             |
|   |  | USCIS A-Number  |                      | OR                       | Form I-94 Admission Number                      |                             |
|   |  |   |                      | OR                       | Foreign Passport Number and Country of Issuance |                             |
| Signature of Employee   |  |   |                      |                          | Today's Date (mm/dd/yyyy)                       |                             |

If a preparer and/or translator assisted you in completing Section 1, that person **MUST** complete the [Preparer and/or Translator Certification](#) on Page 3.

**Section 2. Employer Review and Verification:** Employers or their authorized representative must complete and sign **Section 2** within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

| List A  |  | OR  | List B   | AND | List C                                |
|---|--|---|--|-----|---------------------------------------|
| Document Title 1  |  |   |  |     |                                       |
| Issuing Authority   |  |   |  |     |                                       |
| Document Number (if any)  |  |   |  |     |                                       |
| Expiration Date (if any)  |  |   |  |     |                                       |
| Document Title 2 (if any)   |  | <b>Additional Information</b>   |  |     |                                       |
| Issuing Authority   |  |   |  |     |                                       |
| Document Number (if any)  |  |   |  |     |                                       |
| Expiration Date (if any)  |  |   |  |     |                                       |
| Document Title 3 (if any)   |  |   |  |     |                                       |
| Issuing Authority   |  | Check here if you used an alternative procedure authorized by DHS to examine documents. |  |     |                                       |
| Document Number (if any)  |  |   |  |     |                                       |
| Expiration Date (if any)  |  |   |  |     |                                       |
| <b>Certification:</b> I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States. |  |   |  |     | First Day of Employment (mm/dd/yyyy): |
| Last Name, First Name and Title of Employer or Authorized Representative  |  |   | Signature of Employer or Authorized Representative   |     | Today's Date (mm/dd/yyyy)             |
| Employer's Business or Organization Name<br>Los Angeles Unified School District- DOTS   |  |   | Employer's Business or Organization Address, City or Town, State, ZIP Code<br>333 S Beaudry Ave, Los Angeles, CA 90017 |     |                                       |

For reverification or rehire, complete [Supplement B, Reverification and Rehire](#) on Page 4.





# Supplement A, Preparer and/or Translator Certification for Section 1

**Department of Homeland Security**  
U.S. Citizenship and Immigration Services

CONTRACT NO. 2525-01S

Form I-9

Supplement A

OMB No. 1615-0047

Expires 07/31/2026

|  |  |   |
|--|--|---|
| Last Name ( <i>Family Name</i> ) from <b>Section 1</b> . | First Name ( <i>Given Name</i> ) from <b>Section 1</b> . | Middle initial (if any) from <b>Section 1</b> . |
|--|--|---|

**Instructions:** This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

|  |                                  |                                  |                   |
|--|----------------------------------|----------------------------------|-------------------|
| Signature of Preparer or Translator  |                                  | Date ( <i>mm/dd/yyyy</i> )       |                   |
| Last Name ( <i>Family Name</i> )   | First Name ( <i>Given Name</i> ) | Middle Initial ( <i>if any</i> ) |                   |
| Address ( <i>Street Number and Name</i> )<br>333 S Beaudry Ave, 17th floor | City or Town<br>Los Angeles      | State<br>CA                      | ZIP Code<br>90017 |

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

|   |                                  |                                  |          |
|---|----------------------------------|----------------------------------|----------|
| Signature of Preparer or Translator       |                                  | Date ( <i>mm/dd/yyyy</i> )       |          |
| Last Name ( <i>Family Name</i> )          | First Name ( <i>Given Name</i> ) | Middle Initial ( <i>if any</i> ) |          |
| Address ( <i>Street Number and Name</i> ) | City or Town                     | State                            | ZIP Code |

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

|   |                                  |                                  |          |
|---|----------------------------------|----------------------------------|----------|
| Signature of Preparer or Translator       |                                  | Date ( <i>mm/dd/yyyy</i> )       |          |
| Last Name ( <i>Family Name</i> )          | First Name ( <i>Given Name</i> ) | Middle Initial ( <i>if any</i> ) |          |
| Address ( <i>Street Number and Name</i> ) | City or Town                     | State                            | ZIP Code |

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

|   |                                  |                                  |          |
|---|----------------------------------|----------------------------------|----------|
| Signature of Preparer or Translator       |                                  | Date ( <i>mm/dd/yyyy</i> )       |          |
| Last Name ( <i>Family Name</i> )          | First Name ( <i>Given Name</i> ) | Middle Initial ( <i>if any</i> ) |          |
| Address ( <i>Street Number and Name</i> ) | City or Town                     | State                            | ZIP Code |



Form **W-4**Department of the Treasury  
Internal Revenue Service**Employee's Withholding Certificate**

OMB No. 1545-0074

**Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.****Give Form W-4 to your employer.****Your withholding is subject to review by the IRS.****2024**

|   |   |           |  |
|---|---|-----------|--|
| <b>Step 1:</b><br><b>Enter Personal Information</b> | (a) First name and middle initial   | Last name | (b) Social security number   |
|   | Address   |           | <b>Does your name match the name on your social security card?</b> If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to <a href="http://www.ssa.gov">www.ssa.gov</a> . |
|   | City or town, state, and ZIP code   |           |  |
|   | (c) <input type="checkbox"/> Single or Married filing separately<br><input type="checkbox"/> Married filing jointly or Qualifying surviving spouse<br><input type="checkbox"/> Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.) |           |  |

**Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5.** See page 2 for more information on each step, who can claim exemption from withholding, and when to use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App).

|  |  |
|--|--|
| <b>Step 2:</b><br><b>Multiple Jobs or Spouse Works</b> | <p>Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.</p> <p>Do <b>only one</b> of the following.</p> <p>(a) Use the estimator at <a href="http://www.irs.gov/W4App">www.irs.gov/W4App</a> for most accurate withholding for this step (and Steps 3–4). If you or your spouse have self-employment income, use this option; <b>or</b></p> <p>(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; <b>or</b></p> <p>(c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is generally more accurate than (b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, (b) is more accurate . . . . . <input type="checkbox"/></p> |
|--|--|

**Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs.** Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

|  |   |             |    |
|--|---|-------------|----|
| <b>Step 3:</b><br><b>Claim Dependent and Other Credits</b> | <p>If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):</p> <p>Multiply the number of qualifying children under age 17 by \$2,000 \$ _____</p> <p>Multiply the number of other dependents by \$500 . . . . . \$ _____</p> <p>Add the amounts above for qualifying children and other dependents. You may add to this the amount of any other credits. Enter the total here . . . . .</p> | <b>3</b>    | \$ |
| <b>Step 4 (optional):</b><br><b>Other Adjustments</b>      | (a) <b>Other income (not from jobs).</b> If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income . . . . .   | <b>4(a)</b> | \$ |
|  | (b) <b>Deductions.</b> If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here . . . . .  | <b>4(b)</b> | \$ |
|  | (c) <b>Extra withholding.</b> Enter any additional tax you want withheld each <b>pay period</b> . .   | <b>4(c)</b> | \$ |

|                                    |  |                          |                                      |
|------------------------------------|--|--------------------------|--------------------------------------|
| <b>Step 5:</b><br><b>Sign Here</b> | Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete. |                          |                                      |
|                                    | <b>Employee's signature</b> (This form is not valid unless you sign it.)   |                          | <b>Date</b>                          |
| <b>Employers Only</b>              | Employer's name and address  | First date of employment | Employer identification number (EIN) |

## STATE OF CALIFORNIA DEPARTMENT OF EDUCATION

**STATEMENT OF INTENT TO EMPLOY A MINOR AND REQUEST FOR A WORK PERMIT – CERTIFICATE OF AGE**

CDE Form B1-1 (Rev. 02-14)

A "STATEMENT OF INTENT TO EMPLOY A MINOR AND REQUEST FOR A WORK PERMIT–CERTIFICATE OF AGE" form (CDE Form B1-1) shall be completed in accordance with California *Education Code* 49162 and 49163 as notification of intent to employ a minor. This form is also a Certificate of Age pursuant to California *Education Code* 49114.

(Print Information)

**Minor's Information**

|   |                                 |                     |                              |
|---|---------------------------------|---------------------|------------------------------|
| _____<br>Minor's Name ( <i>First and Last</i> ) |                                 | _____<br>Home Phone | _____<br>Grade               |
| _____<br>Home Address                           |                                 | _____<br>City       | _____<br>CA<br>Zip Code      |
| _____<br>Birth Date                             | _____<br>Social Security Number | _____<br>Age        | _____<br>Student's Signature |

**School Information**

|                         |                           |
|-------------------------|---------------------------|
| _____<br>School Name    | _____<br>School Phone     |
| _____<br>School Address | _____<br>City<br>Zip Code |

**To be filled in and signed by parent or legal guardian**

*This minor is being employed at the place of work described with my full knowledge and consent. I hereby certify that to the best of my knowledge and belief, the information herein is correct and true.*

|  |                             |               |
|--|-----------------------------|---------------|
| _____<br>Parent's Name ( <i>Print First and Last</i> ) | _____<br>Parent's Signature | _____<br>Date |
|--|-----------------------------|---------------|

**To be filled in and signed by employer**

|   |                         |                            |
|---|-------------------------|----------------------------|
| L.A.U.S.D./   | 213-241-8050 /          | /                          |
| _____<br>Business Name or Agency of Placement   | _____<br>Business Phone | _____<br>Supervisor's Name |
| 333 S. Beaudry Ave, 17th Floor  | LOS ANGELES /           | 90017                      |
| _____<br>Business Address   | _____<br>City           | _____<br>Zip Code          |
| Employer's Maximum Expected Work Hours: <u>8</u> hours per day <u>40</u> hours per week |                         |                            |
| Describe nature of work to be performed: _____  |                         |                            |

*In compliance with California labor laws, this employee is covered by workers' compensation insurance. This business does not discriminate unlawfully on the basis of race, ethnic background, religion, sex, sexual orientation, color, national origin, ancestry, age, physical handicap, or medical condition. I hereby certify that, to the best of my knowledge, the information herein is correct and true.*

|  |                               |               |
|--|-------------------------------|---------------|
| _____<br>Employer's Name ( <i>Print First and Last</i> ) | _____<br>Employer's Signature | _____<br>Date |
|--|-------------------------------|---------------|

**For authorized work permit issuer use ONLY**

|  |          |          |          |          |          |          |           |   |          |          |          |          |          |          |           |
|--|----------|----------|----------|----------|----------|----------|-----------|---|----------|----------|----------|----------|----------|----------|-----------|
| Maximum number of work hours when school is in session:        |          |          |          |          |          |          |           | Maximum number of work hours when school is not in session:   |          |          |          |          |          |          |           |
| <u>4</u>   | <u>4</u> | <u>4</u> | <u>4</u> | <u>8</u> | <u>8</u> | <u>8</u> | <u>48</u> | <u>8</u>  | <u>8</u> | <u>8</u> | <u>8</u> | <u>8</u> | <u>8</u> | <u>8</u> | <u>48</u> |
| Mon  | Tues     | Wed      | Thur     | Fri      | Sat      | Sun      | Total     | Mon   | Tues     | Wed      | Thur     | Fri      | Sat      | Sun      | Total     |
| _____<br>Proof of Minor's Age ( <i>Evidence Type</i> )         |          |          |          |          |          |          |           | <b>Check Permit Type:</b><br><input type="checkbox"/> Full-time<br><input type="checkbox"/> Restricted<br><input type="checkbox"/> General<br><input type="checkbox"/> Work Experience<br>Education, Vocational<br>Education, or Personal<br>Attendant<br>Workability |          |          |          |          |          |          |           |
| _____<br>Verifying Authority's Name and Title ( <i>Print</i> ) |          |          |          |          |          |          |           |   |          |          |          |          |          |          |           |
| _____<br>Verifying Authority's Signature                       |          |          |          |          |          |          |           |   |          |          |          |          |          |          |           |

**For more information** about child labor laws, contact the U.S. Department of Labor at <http://www.dol.gov/>, and the State of California Department of Industrial Relations, Division of Labor Standards Enforcement at <http://www.dir.ca.gov/DLSE/dlse.html> .-

CONTRACT NO. 2323

## STATE OF CALIFORNIA DEPARTMENT OF EDUCATION

**PERMIT TO EMPLOY AND WORK** CDE Form B1-4 (REV. 02-14)

A work permit shall not be issued to a minor until the "STATEMENT OF INTENT TO EMPLOY A MINOR AND REQUEST FOR A WORK PERMIT—CERTIFICATE OF AGE" (CDE Form B1-1) form has been signed by the parent or guardian, foster parent, caregiver, or residential shelter service provider and filed with the issuing authority. California *Education Code (EC) 49110(c)*

(Print Information)

|   |   |
|---|---|
| <b>Permit Expiration Date</b><br><i>Work permits shall expire five days after the opening of the next succeeding school year. Full-time exempt work permits issued to 14 &amp; 15 year olds shall expire no later than the end of the current school year. EC 49118 and 49130</i><br><br>Friday, August ? 2025<br>_____<br>Date | <b>Check Permit Type:</b><br><input type="checkbox"/> Full-time<br><input type="checkbox"/> Restricted<br><input type="checkbox"/> General<br><input type="checkbox"/> Work Experience Education, Vocational Cooperative Education, or Personal Attendant<br><input type="checkbox"/> Workability |
|---|---|

**Minor's Information**

|                                     |                         |                        |
|-------------------------------------|-------------------------|------------------------|
| Minor's Name (Print First and Last) |                         | Social Security Number |
| Home Phone                          | Age at Time of Issuance | Birth Date             |
| Home Address                        | City                    | CA Zip Code            |

**School Information**

|                |              |
|----------------|--------------|
| School Name    | School Phone |
| School Address | City         |
|                | CA Zip Code  |

**Maximum Work Hours Permitted**

|   |           |
|---|-----------|
| 1. Maximum number of work hours on a school day             | <u>4</u>  |
| 2. Maximum number of work hours on a non-school day         | <u>8</u>  |
| 3. Maximum weekly work hours while school is in session     | <u>48</u> |
| 4. Maximum weekly work hours while school is not in session | <u>48</u> |

**Remarks or Work Limitations:** \_\_\_\_\_
This permit is **valid only** at the business listed below:

|               |   |
|---------------|---|
| L.A.U.S.D/    | 333 S. BEAUDRY AVE. 17 <sup>th</sup> FL, LOS ANGELES, CA 90017/ |
| Business Name | Business Address  |

**To be signed by minor**

|                   |      |
|-------------------|------|
| Minor's Signature | Date |
|-------------------|------|

**Certification**

*I hereby certify that, to the best of my knowledge, the information herein is correct and true. I hereby certify that I have a working knowledge of child labor laws and all laws pertaining to the issuance of work permits in California. EC 49110*

|  |                               |      |
|--|-------------------------------|------|
| Issuing Authority's Name and Title (Print) | Issuing Authority's Signature | Date |
|--|-------------------------------|------|

Copy—District or County Superintendent; Parent or Legal Guardian; Employer

CONTRACT NO. 2323

## STATE OF CALIFORNIA DEPARTMENT OF EDUCATION

**PERMIT TO EMPLOY AND WORK** CDE Form B1-4 (REV. 02-14)

A work permit shall not be issued to a minor until the "STATEMENT OF INTENT TO EMPLOY A MINOR AND REQUEST FOR A WORK PERMIT—CERTIFICATE OF AGE" (CDE Form B1-1) form has been signed by the parent or guardian, foster parent, caregiver, or residential shelter service provider and filed with the issuing authority. California *Education Code (EC) 49110(c)*

(Print Information)

|   |   |
|---|---|
| <b>Permit Expiration Date</b><br><i>Work permits shall expire five days after the opening of the next succeeding school year. Full-time exempt work permits issued to 14 &amp; 15 year olds shall expire no later than the end of the current school year. EC 49118 and 49130</i><br><br>Friday, August ? 2025<br>_____<br>Date | <b>Check Permit Type:</b><br><input type="checkbox"/> Full-time<br><input type="checkbox"/> Restricted<br><input type="checkbox"/> General<br><input type="checkbox"/> Work Experience Education, Vocational Cooperative Education, or Personal Attendant<br><input type="checkbox"/> Workability |
|---|---|

**Minor's Information**

|                                     |                         |                        |
|-------------------------------------|-------------------------|------------------------|
| Minor's Name (Print First and Last) |                         | Social Security Number |
| Home Phone                          | Age at Time of Issuance | Birth Date             |
| Home Address                        | City                    | CA Zip Code            |

**School Information**

|                |              |
|----------------|--------------|
| School Name    | School Phone |
| School Address | City         |
|                | CA Zip Code  |

**Maximum Work Hours Permitted**

|   |           |
|---|-----------|
| 1. Maximum number of work hours on a school day             | <u>4</u>  |
| 2. Maximum number of work hours on a non-school day         | <u>8</u>  |
| 3. Maximum weekly work hours while school is in session     | <u>48</u> |
| 4. Maximum weekly work hours while school is not in session | <u>48</u> |

**Remarks or Work Limitations:** \_\_\_\_\_
This permit is **valid only** at the business listed below:

|               |   |
|---------------|---|
| L.A.U.S.D/    | 333 S. BEAUDRY AVE. 17 <sup>th</sup> FL, LOS ANGELES, CA 90017/ |
| Business Name | Business Address  |

**To be signed by minor**

|                   |      |
|-------------------|------|
| Minor's Signature | Date |
|-------------------|------|

**Certification**

*I hereby certify that, to the best of my knowledge, the information herein is correct and true. I hereby certify that I have a working knowledge of child labor laws and all laws pertaining to the issuance of work permits in California. EC 49110*

|  |                               |      |
|--|-------------------------------|------|
| Issuing Authority's Name and Title (Print) | Issuing Authority's Signature | Date |
|--|-------------------------------|------|

Copy—District or County Superintendent; Parent or Legal Guardian; Employer

## STATE OF CALIFORNIA DEPARTMENT OF EDUCATION

**STATEMENT OF INTENT TO EMPLOY A MINOR AND REQUEST FOR A WORK PERMIT – CERTIFICATE OF AGE**

CDE Form B1-1 (Rev. 02-14)

A "STATEMENT OF INTENT TO EMPLOY A MINOR AND REQUEST FOR A WORK PERMIT–CERTIFICATE OF AGE" form (CDE Form B1-1) shall be completed in accordance with California *Education Code* 49162 and 49163 as notification of intent to employ a minor. This form is also a Certificate of Age pursuant to California *Education Code* 49114.

(Print Information)

**Minor's Information**

|   |                                 |                     |                              |
|---|---------------------------------|---------------------|------------------------------|
| _____<br>Minor's Name ( <i>First and Last</i> ) |                                 | _____<br>Home Phone | _____<br>Grade               |
| _____<br>Home Address                           |                                 | _____<br>City       | _____<br>CA<br>Zip Code      |
| _____<br>Birth Date                             | _____<br>Social Security Number | _____<br>Age        | _____<br>Student's Signature |

**School Information**

|                         |                        |
|-------------------------|------------------------|
| _____<br>School Name    | _____<br>School Phone  |
| _____<br>School Address | _____<br>City Zip Code |

**To be filled in and signed by parent or legal guardian**

*This minor is being employed at the place of work described with my full knowledge and consent. I hereby certify that to the best of my knowledge and belief, the information herein is correct and true.*

|  |                             |               |
|--|-----------------------------|---------------|
| _____<br>Parent's Name ( <i>Print First and Last</i> ) | _____<br>Parent's Signature | _____<br>Date |
|--|-----------------------------|---------------|

**To be filled in and signed by employer**

|   |                         |                            |
|---|-------------------------|----------------------------|
| L.A.U.S.D./   | 213-241-8050 /          | /                          |
| _____<br>Business Name or Agency of Placement   | _____<br>Business Phone | _____<br>Supervisor's Name |
| 333 S. Beaudry Ave, 17th Floor  | LOS ANGELES /           | 90017                      |
| _____<br>Business Address   | _____<br>City           | _____<br>Zip Code          |
| Employer's Maximum Expected Work Hours: <u>8</u> hours per day <u>40</u> hours per week |                         |                            |
| Describe nature of work to be performed: _____  |                         |                            |

*In compliance with California labor laws, this employee is covered by workers' compensation insurance. This business does not discriminate unlawfully on the basis of race, ethnic background, religion, sex, sexual orientation, color, national origin, ancestry, age, physical handicap, or medical condition. I hereby certify that, to the best of my knowledge, the information herein is correct and true.*

|  |                               |               |
|--|-------------------------------|---------------|
| _____<br>Employer's Name ( <i>Print First and Last</i> ) | _____<br>Employer's Signature | _____<br>Date |
|--|-------------------------------|---------------|

**For authorized work permit issuer use ONLY**

|  |          |          |          |          |          |          |           |   |          |          |          |          |          |          |           |
|--|----------|----------|----------|----------|----------|----------|-----------|---|----------|----------|----------|----------|----------|----------|-----------|
| Maximum number of work hours when school is in session:        |          |          |          |          |          |          |           | Maximum number of work hours when school is not in session:   |          |          |          |          |          |          |           |
| <u>4</u>   | <u>4</u> | <u>4</u> | <u>4</u> | <u>8</u> | <u>8</u> | <u>8</u> | <u>48</u> | <u>8</u>  | <u>8</u> | <u>8</u> | <u>8</u> | <u>8</u> | <u>8</u> | <u>8</u> | <u>48</u> |
| Mon  | Tues     | Wed      | Thur     | Fri      | Sat      | Sun      | Total     | Mon   | Tues     | Wed      | Thur     | Fri      | Sat      | Sun      | Total     |
| _____<br>Proof of Minor's Age ( <i>Evidence Type</i> )         |          |          |          |          |          |          |           | <b>Check Permit Type:</b><br><input type="checkbox"/> Full-time<br><input type="checkbox"/> Restricted<br><input type="checkbox"/> General<br><input type="checkbox"/> Work Experience Education, Vocational Education, or Personal Attendant<br><input type="checkbox"/> Workability |          |          |          |          |          |          |           |
| _____<br>Verifying Authority's Name and Title ( <i>Print</i> ) |          |          |          |          |          |          |           |   |          |          |          |          |          |          |           |
| _____<br>Verifying Authority's Signature                       |          |          |          |          |          |          |           |   |          |          |          |          |          |          |           |

**For more information** about child labor laws, contact the U.S. Department of Labor at <http://www.dol.gov/>, and the State of California Department of Industrial Relations, Division of Labor Standards Enforcement at <http://www.dir.ca.gov/DLSE/dlse.html> .-

**EXHIBIT B**

## Los Angeles Unified School District Non-Health Service Delivery Application (SDA)

**To Provide Work Based Learning Program Services at the City of San Fernando Department of  
Recreation and Community Services**

**General Information:**

|                     |  |
|---------------------|--|
| Name of Provider:   |  |
| City, St, Zip Code: |  |
| Contact Person:     |  |
| Title:              |  |
| Email:              |  |
| Telephone:          |  |

**Service Location Information:**

|                           |  |
|---------------------------|--|
| Service Location Address: |  |
| Service Location Contact: |  |
| Title:                    |  |
| Telephone:                |  |
| E-mail:                   |  |

**Days and Hours of Operation:**

|            | Start      | Finish |
|------------|------------|--------|
| Monday:    | 12:30pm    | 3:30pm |
| Tuesday:   | 12:30pm    | 3:30pm |
| Wednesday: | 12:30pm    | 3:30pm |
| Thursday:  | 12:30pm    | 3:30pm |
| Friday:    | 12:30pm    | 3:30pm |
| Saturday*: | n/a        | n/a    |
| Sunday*:   | <b>n/a</b> | n/a    |

\*if applicable

## Supervising Educator (LAUSD):

|            |  |
|------------|--|
| Name:      |  |
| Title:     |  |
| Email:     |  |
| Telephone: |  |

## Provider Personnel:

- Name: \_\_\_\_\_
  - Certification to Work with Students: \_\_\_\_\_
  - Clearance Status: \_\_\_\_\_
- Name: \_\_\_\_\_
  - Certification to Work with Students: \_\_\_\_\_
  - Clearance Status: \_\_\_\_\_
- Name: \_\_\_\_\_
  - Certification to Work with Students: \_\_\_\_\_
  - Clearance Status: \_\_\_\_\_

## Services Offered at Service Location:

- List of Services:

|   |  |
|---|--|
| 1 |  |
| 2 |  |
| 3 |  |
| 4 |  |
| 5 |  |

- Description of Services:

|   |  |
|---|--|
| 1 |  |
| 2 |  |
| 3 |  |
| 4 |  |
| 5 |  |

- Assigned Student Worksite Duties:

|   |  |
|---|--|
| 1 |  |
| 2 |  |
| 3 |  |
| 4 |  |
| 5 |  |

Additional Notes/Comments:

- Hours of student work experiences change during the year based on the availability of work and of student schedules
- Students ride public transit from Mission College to the City of San Fernando location and travel/arrival times may be impacted by bus schedules
- Students typically work a 2 hour shift 4 or 5 days a week
- Students are expected to contact the worksite when they will miss their work experience
- The LAUSD school year schedule is shared with supervisors through a packet of information that includes LAUSD contact information
- City of San Fernando will annually provide information about their emergency procedures for earthquake, fire, and active shooter/threat/imminent danger situations.
- LAUSD will provide an annual updated proof of self insurance to the City of San Fernando.
- Student Placement and Needs: Duties will be assigned based on the specific placement of the student at the City of San Fernando Department of Recreation and Community Services. This includes consideration of the student's abilities, learning objectives, and any accommodations required under their Individualized Education Program (IEP).
- Worksite Conditions: Duties will also be tailored to the conditions and operational needs at the worksite. Supervisors at the City of San Fernando will coordinate with LAUSD staff to ensure tasks are appropriate for the student's capabilities and align with the learning objectives of the work-based learning program.
- On-the-Spot Adjustments: Due to the dynamic nature of the work environment, duties may be defined and adjusted on-site, ensuring that students are provided with meaningful work experiences that contribute to their skill development.
- Documentation and Evaluation: Supervisors at the City of San Fernando will document the duties assigned and provide regular evaluations of the student's performance, progress, and any adjustments made to the assigned duties.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

By signing below, the provider acknowledges that all information provided in this Service Delivery Application is accurate and agrees to abide by the terms outlined in the MOU or Operating Agreement.

Provider Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT C***Building Trust**Inside and Out***LOS ANGELES UNIFIED SCHOOL DISTRICT****Contractor Code of Conduct***Adopted: 12/00; Revised: 11/02, 11/06***Preamble**

Los Angeles Unified School District's Contractor Code of Conduct was adopted to enhance public trust and confidence in the integrity of LAUSD's decision-making process. This Code is premised on three concepts:

- *Ethical and responsible use of scarce public tax dollars is a critical underpinning of effective government*
- *Contracting integrity and quality of service are the shared responsibilities of LAUSD and our Contractors*
- *Proactive and transparent management of potential ethics concerns improves public confidence*

This Code sets forth the ethical standards and requirements that all Contractors and their Representatives shall adhere to in their dealings with or on behalf of LAUSD. Failure to meet these standards could result in sanctions including, but not limited to, avoidance of current or future contracts.

**1. Contractors**

All LAUSD Contractors and their Representatives are expected to conduct any and all business affiliated with LAUSD in an ethical and responsible manner that fosters integrity and public confidence. A "Contractor" is any individual, organization, corporation, sole proprietorship, partnership, nonprofit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of LAUSD, including, without limitation, consultants, suppliers, manufacturers, and any other vendors, bidders or proposers. A Contractor's "Representative" is also broadly defined to include any subcontractors, employees, agents, or anyone else who acts on a Contractor's behalf.

**2. Mission Support**

LAUSD relies on Contractors and their Representatives to support our LAUSD mission statement of "*educating students to a higher level of achievement that will enable them to be responsible individuals and productive members of the greater society.*" Contractors and their Representatives must provide high-value products, services and expertise which advance LAUSD's mission or provide mission-related benefits that support our goals for the students, employees, stakeholders, and the communities we serve.

**3. Ethical Responsibilities**

All LAUSD contracts must be developed and maintained within an ethical framework. LAUSD seeks to promote public trust and confidence in our contracting relationships and we expect every individual, regardless of position or level of responsibility, who is associated with an LAUSD procurement process or contract, to commit to exemplifying high standards of conduct in *all phases* of any relationship with LAUSD.

Given that the business practices and actions of Contractors and their Representatives may impact or reflect upon LAUSD, strict observance with the standards in this Code, all applicable local, state and federal laws, and any other governing LAUSD policies or agreements is not only a minimum requirement for all Contractors and their Representatives, but an ethical obligation as well.

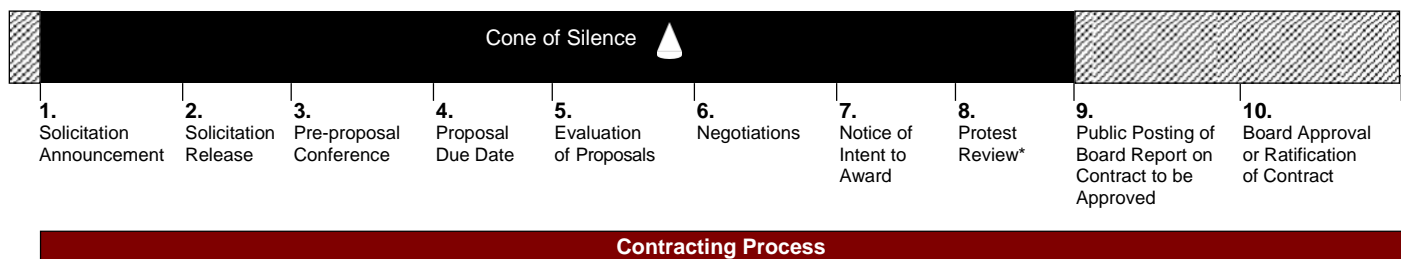
In addition to any specific obligations under a Contractor's agreement with LAUSD, all Contractors and their Representatives shall comply with the following requirements:

- Demonstrate Honesty and Integrity*** – Contractors shall adhere to the highest standards of honesty and integrity in all their dealings with and/or on behalf of LAUSD. As a general rule, Contractors must exercise caution and avoid *even the appearance of impropriety or misrepresentation*. All communications, proposals, business information, time records, and any other financial transactions must be provided truthfully, accurately, and completely.
- Be a Responsible Bidder*** – Contractors shall demonstrate a record of integrity and business ethics in accordance with all policies, procedures, and requirements established by LAUSD.
  - Critical Factors** – In considering a Contractor's record of integrity and business ethics, LAUSD may consider factors including, but not limited to: criminal investigations, indictments, injunctions, fines, convictions, administrative agreements, suspensions or debarments imposed by other governmental agencies, tax

delinquencies, settlements, financial solvency, past performance, prior determinations of failure to meet integrity-related responsibilities, and violations by the Contractor and its Representatives of any LAUSD policies and Codes in prior procurements and contracts. LAUSD reserves the right to reject any bid, proposal and contract, and to impose other sanctions against Contractors who fail to comply with our district policies and requirements, or who violate the prohibitions set forth below in Section 6, Prohibited Activities.

- C. **Maintain the Cone of Silence** – Contractors shall maintain a Cone of Silence during required times of the contracting process to ensure that the process is shielded from even the appearance of undue influence. Contractors and their Representatives risk disqualification from consideration and/or other penalties outlined in Section 8, Enforcement Provisions, if they engage in prohibited communication during the restricted period(s).
- (1) **Competitive Contracting Process** – To ensure a level playing field with an open and uniform *competitive* contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved. During the time under the Cone of Silence, Contractors and their Representatives are prohibited from making any contact on any part of a proposal, negotiation or contract with any LAUSD official as this could appear to be an attempt to curry favor or influence. An "LAUSD official" is broadly defined to include "any board member, employee, consultant or advisory member of LAUSD" who is involved in making recommendations or decisions for LAUSD.

*Schematic of LAUSD's Competitive Contracting Process (Illustrative Only)*



Lobbying in this period may require registration and disclosure in LAUSD's Lobbying Disclosure Program, if the triggers are met.

\* Note: Protests can sometimes extend past the contract approval process

- (a) **Prohibited Communication** – Examples of prohibited communication by Contractors and their Representatives under the Cone of Silence include, but are not limited to:
- (i) contact of LAUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or contractors;
  - (ii) contact of LAUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;
  - (iii) contact of LAUSD Officials in the particular department requesting a competitive contract to discuss other business or partnership opportunities.
- (b) **Exceptions** – The following are exceptions to the Cone of Silence:
- (i) open and uniform communications which are made as part of the procurement process such as the pre-bid or pre-proposal meetings or other exchanges of information which are given to all proposers;
  - (ii) interviews or presentations to evaluation committee members which are part of the procurement process;
  - (iii) clarification requests made in writing, under the terms expressly allowed for in an LAUSD contracting document, to the appropriate designated contract official(s);
  - (iv) negotiations with LAUSD's designated negotiation team members;
  - (v) protests which follow the process outlined by LAUSD's protest policies and procedures; and
  - (vi) requests for technical assistance approved by LAUSD contract officials (for example questions relating to LAUSD's Small Business Enterprise Program, or requests for formal guidance on ethics matters from the Ethics Office).
- (2) **Non-Competitive Contracting Process** – To ensure the integrity of the non-competitive contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when a proposal is submitted to LAUSD until the time the contract is fully executed. During this designated time, Contractors and their Representatives are prohibited from making any contact with LAUSD officials on any of the terms of the contract under consideration as this could appear to be an attempt to curry improper favor or influence. The only

exceptions to this Cone of Silence are clarification requests made with the Contract Sponsor or the appropriate designated contract official(s) in the Procurement Services Group or Facilities Contracts Branch.

Examples of Maintaining the Cone of Silence

- (3) Mai Vien Da is the CEO of a firm that wants to do business with LAUSD. She is at a party when she sees the head of the LAUSD division that has just issued an RFP that her company is interested in bidding on.

*Mai can say "hello," but she must not discuss her proposal or the contracting process at all with the division head.*

- (4) Mai is also interested in having her sales team meet with LAUSD officials district-wide to promote her firm's services, so that they can sell work on smaller projects that do not need to be competitively bid.

*Mai and her employees may attempt to meet with district officials to discuss potential services outside of a competitive process, but she needs to recognize that her marketing activities may require her to register her firm and her employees in LAUSD's Lobbying Disclosure Program. (See Section 5, Disclosure Obligations).*

- D. **Manage Potential Conflicts** – Contractors shall disclose all potential or actual conflicts to LAUSD on an ongoing basis with a Meaningful Conflict Disclosure. A "Meaningful Conflict Disclosure" is a written statement to LAUSD which lays out full, accurate, timely, and understandable information with regard to any potential conflicts involving Contractors and their work for LAUSD. The specific requirements for a Meaningful Conflict Disclosure are set forth in Section 3.D.(2) below. LAUSD relies on these proactive disclosures by Contractors to manage potential conflicts before they become actual conflicts of interest. A potential for conflict is present whenever a situation arises which creates a real or apparent advantage or a competing professional or personal interest for a Contractor. Such situations become conflicts of interest, if appropriate safeguards are not put into place. Examples of potential or actual conflicts include, but are not limited to situations when:

- a financial relationship (income, stocks, ownership, investments, loans, excessive gifts, etc.) or close personal relationship exists or has existed between a Contractor or its Representatives and a LAUSD official;
- a financial or close personal relationship exists between any officers, directors or key employees of a Contractor or its Representatives and a LAUSD official;
- a prior, current or potential employment relationship exists between a Contractor or its Representatives and a current or former LAUSD official;
- an overlap exists between work that a Contractor or its Representative performs or has performed for LAUSD and work he or she will perform on behalf of another client; or
- an opportunity arises in which a Contractor or its Representative can make a governmental decision within the scope of LAUSD contractual duties that impacts his or her personal financial interests or relationships,

Contractors and their Representatives have a *continuing* obligation to advise LAUSD proactively of any potential conflicts which may arise relating to a contract.

- (1) **State Conflict Standards** – LAUSD is generally prohibited by California's Political Reform Act (Government Code Section 87100 ) and Government Code Section 1090 from contracting with Contractors if the Contractors, their Representatives, their officers, or any household member of the preceding serve LAUSD in any way in developing, awarding, or otherwise participating in the making of the same contract.

California law also governs situations in which there has been a financial interest between a Contractor and a public official within a 12-month window leading up to a governmental decision. It does not matter whether the impact of an existing relationship is beneficial or detrimental to the interests of the Contractors, their Representatives, or the public agency. Moreover, Government Code Section 1090 defines "making a contract" broadly to include actions that are preliminary or preparatory to the selection of a Contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations.

Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. In fact, the agency can also seek repayment from the Contractor of any amounts already paid and the agency can refer the matter to the appropriate authorities for prosecution.

- (2) **Meaningful Conflict Disclosure** – Contractors shall provide a meaningful disclosure of all potential and actual conflicts in a written statement to the LAUSD Contract Sponsor, the Ethics Office and the contracting contact from the Procurement Services Group/or the Facilities Contracts Branch. This disclosure requirement is a continuing duty on all Contractors. At a minimum, a Meaningful Conflict Disclosure must identify the following:
- (a) names and positions of all relevant individuals or entities;
  - (b) nature of the potential conflict, including specific information about the financial interest or relationship; and
  - (c) a description of the suggested remedy or safeguard for the conflict.

- (3) Resolution of Conflicts – When necessary, LAUSD will advise Contractors on how a disclosed conflict should be managed, mitigated or eliminated. The Contract Sponsor, in consultation with the Procurement Services Group/Facilities Contracts Branch, the Ethics Office, and the Office of the General Counsel, shall determine necessary actions to resolve any of the Contractors' disclosed conflict(s). When it is determined that a conflict must be addressed, a written notification will be made to the Contractor, indicating the actions that the Contractor and LAUSD will need to take to resolve the conflict.

Examples of Managing Potential Conflicts

- (4) Rhoda Warrior is a consultant from Global Consulting Firm. She has been assigned by her firm to do work for a particular LAUSD department. Although she does not directly work with him, her husband, Antonio, is one of the senior officials in that department.

*Global Consulting must disclose this potential problem via a Meaningful Conflict Disclosure to LAUSD. Depending on the exact nature of her work within that department, Global Consulting and the LAUSD Contract Sponsor may need to take steps to safeguard Rhoda's work from any actual conflict of interest.*

- (5) Amartya Singh is a HR consultant from the Tip Top Talent Agency whose firm is providing temporary support to help LAUSD improve its recruitment efforts. Amartya is himself serving as acting deputy director for the HR division, and in that capacity has been asked to review and approve all bills for the department. In doing his work, Amartya comes across a bill for the Tip Top Talent Agency which requires approval.

*Tip Top Talent Agency must disclose the conflict and work with LAUSD to ensure that someone more senior or external to Amartya's chain-of-command is the one that reviews, evaluates, or approves bills relating to Tip Top Talent Agency. Even if Amartya decides to quit Tip Top Talent to join LAUSD, he cannot be involved with matters relating to Tip Top Talent until 12 months have passed from the date he received his last payment from the firm.*

- (6) Greta Planner is a technology consultant that has been hired to design all the specifications for a group of new technology labs. One of the services that Greta will be specifying is an automated wireless projection system. As it turns out, Greta owns direct stock in a firm that manufactures these types of projection systems.

*Greta's direct stock ownership constitutes a financial interest in that company. She must disclose the potential conflict right away in writing to the LAUSD Contract Sponsor, so that the appropriate safeguards can be put in place to prevent any actual conflict.*

- E. *Provide Contracting Excellence* – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to LAUSD, so that the public is served with the best value for its dollars.
- F. *Promote Ethics Standards* – Contractors shall be responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in this Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors may draw upon the resources provided by LAUSD, including but not limited to those made available by the Ethics Office, the Procurement Services Group, and the Facilities Contracts Branch. Such training resources and additional information about LAUSD policies can be found on LAUSD's website ([www.lausd.net](http://www.lausd.net)).
- G. *Seek Advice* – Contractors are expected and encouraged to ask questions and seek formal guidance regarding this Code or other aspects of responsible business conduct from the LAUSD Ethics Office whenever there is a doubt about how to proceed in an ethical manner. A Contractor's proactive management of potential ethics concerns is necessary and vital since this Code does not seek to address or anticipate all the issues that may arise in the course of seeking or doing business with LAUSD.

Example of Seeking Advice

- (1) Abe Iznismann is President of Accelerated Sciences, a new company that makes supplemental teaching tools in the sciences. Over the summer, Abe hired Grace Principle, a seasoned LAUSD administrator who now works in teacher recruitment, to consult with Accelerated Sciences in developing a cutting-edge learning tool. Originally, the company planned to sell the products only to schools in other states, but now it wants to sell the products in California and possibly to LAUSD. Abe wants to work with Grace to develop a win-win strategy for offering the new tools to LAUSD at a discount.

*Accelerated Sciences needs to be very careful to ensure that Grace is not involved in any aspect relating to selling the product to LAUSD, especially since Grace has a financial interest with the firm. Remember, under California law, the mere existence of a financial interest creates a concern that will cause the good faith of any acts to be questioned, no matter how conscientious the individuals. Before undertaking any effort to sell to LAUSD, Abe or another manager at Accelerated Sciences should seek out advice on other safeguarding measures to ensure that their good intentions do not inadvertently create a bad outcome for the firm or Grace.*

#### 4. Relationship Management

LAUSD expects Contractors and their Representatives to ensure that their business dealings with and/or on behalf of LAUSD are conducted in a manner that is above reproach.

- A. *Employ Good Practices* – Contractors and their Representatives shall conduct their employment and business practices in full compliance with *all* applicable laws, regulations and LAUSD policies, including but not limited to the following:
- (1) *Equal Employment Opportunity* – Contractors shall ensure that there is no discrimination in hiring due to race, color, religious creed, national origin, ancestry, marital status, gender, sexual orientation, age, or disability.
  - (2) *Health and Safety* – Contractors shall provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations, and practices.
  - (3) *Drug Free Environment* – Contractors shall ensure that there is no manufacture, sale, distribution, possession or use of illegal drugs or alcohol on LAUSD-owned or leased property.
  - (4) *No Harassment* – Contractors shall not engage in any sexual or other harassment, physical or verbal abuse, or any other form of intimidation.
  - (5) *Sweat-Free Conditions* – Contractors shall ensure that no child and/or forced or indentured labor is used in their supply chain. Contractors shall require that all goods provided to LAUSD are made in compliance with the governing health, safety and labor laws of the countries of origin. Additionally, Contractors shall ensure that workers are free from undue risk of physical harm or exploitation and receive a non-poverty wage.
- B. *Use Resources Responsibly* – Contractors and their Representatives shall use LAUSD assets for LAUSD business-related purposes only unless given written permission for a specific exception by an authorized LAUSD official. LAUSD assets include: time, property, supplies, services, consumables, equipment, technology, intellectual property, and information.
- C. *Protect Confidentiality* – Contractors and their Representatives shall protect and maintain confidentiality of the work and services they provide to LAUSD. All communications and information obtained in the course of seeking or performing work for LAUSD should be considered confidential. No confidential information relating to LAUSD should ever be disclosed without express authorization by LAUSD in writing, unless otherwise legally mandated.
- D. *Guard the LAUSD Affiliation* – Contractors and their Representatives shall be cautious of how they portray their relationship with LAUSD to the Public. Communications on behalf of LAUSD can only be made when there is express written permission by an LAUSD official authorized by LAUSD's Office of General Counsel.
- (1) *LAUSD Name and Marks* – Contractors shall ensure that all statements, illustrations or other materials using or referencing LAUSD or its marks and logos—including the names and logos of any of our sub-divisions, and/or any logos created by and for LAUSD—receive advance review and written approval of the relevant LAUSD division head prior to release or use.
  - (2) *Commercial or Advertising Message* – Contractors shall ensure that no commercial or advertising message, or any other endorsements—express or implied—are suggested or incorporated in any products, services, enterprises or materials developed for/or relating to LAUSD unless given written permission to do otherwise by LAUSD's Board of Education.
- E. *Respect Gift Limits* – Contractors and their Representatives shall abide by LAUSD's gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to LAUSD officials, so that they do not place LAUSD officials in conflict with any specific gift restrictions:
- (1) No Contractor or their Representative shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any LAUSD procurement official at any time.
  - (2) No Contractor or their Representative shall offer or give, directly or indirectly, any gifts in a calendar year to an LAUSD Official which exceed LAUSD's allowable gift limit.

#### Example of Respecting Gift Limits

- (3) It's the holidays and Sue Tienda, a Contractor, wants to take a few LAUSD officials out to lunch and to provide them with gift baskets as a token of thanks for the work they have done together.

*Assuming Sue is not attempting to take out any procurement officials (since they observe a zero tolerance policy on gifts), Sue needs to respect the Board-established gift limit for LAUSD officials. Sue should also be aware that giving a gift totaling over \$50 in a year to LAUSD officials will create a reporting responsibility for the officials, if*

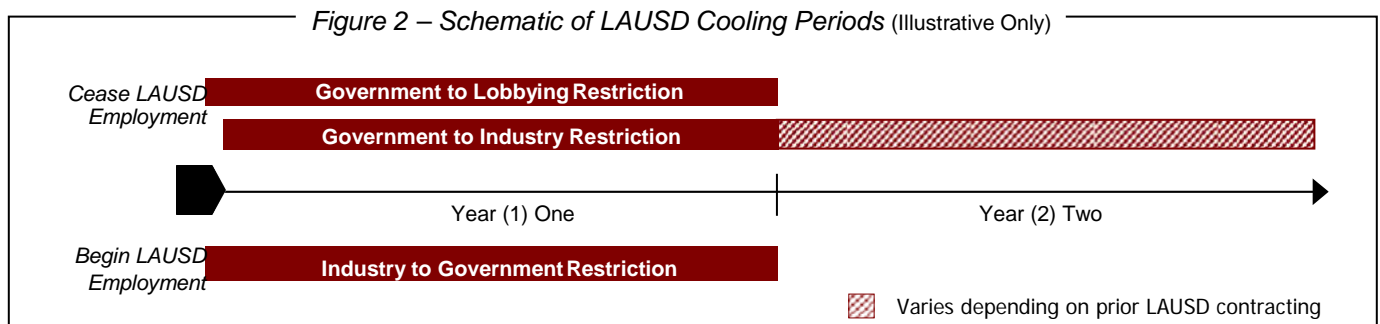


*they are designated Form 700 Statement of Economic Interest filers. Additionally, if there is a procurement underway involving Sue or her firm, she should not give gifts to the LAUSD officials who are part of the evaluation process until the contract is awarded. Finally, Sue may also want to keep in mind that a nice personalized thank-you note can pack quite a punch!*

Anyone doing business with LAUSD shall be charged with full knowledge that LAUSD's contracting decisions are made based on quality, service, and value. LAUSD does not seek any improper influence through gifts or courtesies.

- F. **Observe Cooling Periods** – Contractors and their Representatives shall observe and maintain the integrity of LAUSD's Cooling Periods. A "Cooling Period" is a mechanism used by public agencies and private organizations across the country to ensure that no unfair competitive advantage is extended due to the hiring of current or former employees. Allowing for some time to pass before a former official works on matters related to their prior agency or a new official works on matters related to their prior employer helps to mitigate concerns about the appearance of a "revolving door" where public offices are sometimes seen to be used for personal or private gain.

Contractors shall certify that they are upholding LAUSD's revolving door provisions as part of the contracting process. In their certification, Contractors shall detail the internal firewalls that have been put in place to preserve LAUSD's cooling periods. As with other public agencies, LAUSD observes three key types of cooling periods for safeguarding the critical transitions between public service and private industry:



- (1) **Government to Lobbying Restriction (One-Year Cooling Period)** – LAUSD will not contract with any entity that compensates a former LAUSD official who lobbies LAUSD before a one (1) year period has elapsed from that official's last date of employment

*Example of Lobbying Restriction*

Ace Impact Group wants to hire Joe Knowsfolks, a former LAUSD official, to help the company cultivate new business opportunities with LAUSD and arrange meetings with key LAUSD officials.

*To avoid the possibility of unfair advantage or improper influence, Ace Impact Group is prohibited from utilizing Joe to contact anyone at LAUSD on their behalf until at least one year has passed from Joe's last date of employment. Joe may help Ace lobby other public entities, but Joe cannot communicate with anyone at LAUSD, either in person or in writing, on behalf of his new company.*

- (2) **Government to Industry Restriction**

- (a) **Insider Advantage Restriction (One-Year Cooling Period)** – LAUSD will not contract with any entity that compensates any current or former LAUSD official to work on a matter with LAUSD, if that official, within the preceding 12 months, held a LAUSD position in which they personally and substantially participated in that matter.

*Example of Insider Advantage Restriction*

Risky Business is a small boutique firm that helps public agencies, including LAUSD, develop strategies for managing and overcoming their unfunded liability. Risky Business wants to extend an offer of employment to Nooriya, a LAUSD official, whose previous responsibilities included advising LAUSD's Board and management on the issue of the district's unfunded liability.

*As part of its certification, Risky Business needs to identify what safeguards it will have in place to ensure that Nooriya's work for them does not include matters relating to her prior LAUSD responsibilities for at least one year from when she left her LAUSD job. Given that "matters" include broad policy decisions, the general rule of thumb for avoiding any insider advantage is to have former LAUSD officials steer clear of LAUSD work for a year.*

- (b) **Contract Benefit Restriction (Two-Year Cooling Period)** – LAUSD will not contract with any entity that employs any current or former LAUSD official who within the preceding two (2) years, substantially participated in the development of the contract's RFP requirements, specifications or any part of the contract's procurement process, if the official will perform any services for the Contractor relating to LAUSD on that contract.

*Example of Contracting Benefit Restriction*

Technology Advances has just won a big contract with LAUSD and is looking for talent to help support the company's growing work load. The firm wishes to hire some LAUSD employees: Aisha, a LAUSD technology official, her deputy Raj who was the individual who oversaw LAUSD's contracting process with Technology Advances, and Linda, an engineer who was on the evaluation committee that selected Technology Advances.

*If Technology Advances hires any of these individuals, none may perform any work for the firm relating to this LAUSD work until two years have elapsed from the date that the contract was fully executed. This case is a good example of how the cooling period seeks to ensure that there is no benefit resulting from a public official's awarding of a contract. All of the LAUSD employees in this example would be considered to have substantially participated in the contract – Raj due to his direct work, Linda due to her role evaluating the bid proposals, and Aisha due to the fact that supervising both employees is a part of her official responsibility. Technology Advances should consider the implications before hiring individuals involved with their LAUSD contracting process.*

- (3) **Industry to Government Restriction (One-Year Cooling Period)** – In accordance with California law, Contractors and/or their Representatives who act in the capacity of LAUSD officials shall be disqualified from making any governmental decisions relating to a personal financial interest until a 12-month period has elapsed from the time the interest has been disposed or severed.

*Example of Industry to Government Restriction*

Sergei Konsultantov is an outside contractor that has been hired to manage a major reorganization project for LAUSD. Sergei is on the Board of Directors for several companies who do business with LAUSD.

*Sergei must not participate in any governmental decisions for LAUSD relating to any private organization for whom he has served as an employee, officer, or director, even in an unpaid capacity, if less than 12 months has passed since he held such a status. Sergei should contact the Ethics Office before starting his work to put a formal disqualification into effect and to seek out any other ethical safeguards he should have in place.*

- (4) In rare and unusual circumstances, LAUSD's General Superintendent or his/her designee upon a showing of good cause may waive the Insider Advantage Restriction in writing with notification to the Board of Education, prior to approving a contract or its amendment.

- G. **Safeguard Prospective Employment Discussions** – Contractors and their Representatives shall safeguard any prospective employment discussions with current LAUSD officials, especially when the official is one who may participate "personally and substantially" in a matter relating to the Contractor.

*Example of Safeguarding an Employment Offer*

- (1) **Audit Everything**, a firm that does work for LAUSD, has been really impressed by Thora Revue, an audit manager that oversees some of their audits. Audit Everything is interested in having Thora work for their firm.

*Before Audit Everything begins any prospective discussions with Thora, they should let her supervisor know of their interest and ask what safeguards need to be put in place. For example, if Thora does not outright reject the idea and is instead interested in entertaining the offer, she and her manager will have to work with the Ethics Office to put into effect a disqualification from any further involvement relating to the Contractor before any actual employment discussions are allowed to proceed. Any Contractor who engages in employment discussions with LAUSD officials before a disqualification has been completed is subject to the penalties outlined in this Code.*

- H. **Conduct Political Activities Privately** – Contractors and their Representatives shall only engage in political support and activities in their own personal and voluntary capacity, on their own time, and with their own resources.
- I. **Make Philanthropy Voluntary** – Contractors and their Representatives shall only engage in philanthropic activities relating to LAUSD on their own time and with their own resources. LAUSD views philanthropic support as a strictly voluntary opportunity for Contractors to demonstrate social responsibility and good citizenship. No expressions of support should be construed to have a bearing on current or future contracts with LAUSD. And no current or potential contracting relationship with LAUSD to provide goods or services is contingent upon any philanthropic support from

Contractors and their Representatives, unless otherwise designated as part of a bid or proposal requirement in an open, competitive contracting process to solicit a specific type of support.

- (1) Guidelines for Making a Gift to a Public Agency – Contractors who wish to provide philanthropic support to LAUSD shall abide by the ethical and procedural policies and requirements established by LAUSD which build upon the “Gifts to an Agency” requirements established in California’s Code of Regulations Section 18944.2. For outside entities to make a gift or payment to LAUSD in a manner that maintains public integrity, the following minimum requirements must be met:
  - (a) LAUSD must receive and control the payment;
  - (b) LAUSD must use the payment for official agency business;
  - (c) LAUSD, in its sole discretion, must determine the specific official or officials who shall use the payment. The donor may identify a specific purpose for the agency’s use of the payment, so long as the donor does not designate the specific official or officials who may use the payment; and
  - (d) LAUSD must have the payment memorialized in a written public record which embodies the requirements of the above provisions and which:
    - Identifies the donor and the official, officials, or class of officials receiving or using the payment;
    - Describes the official agency use and the nature and amount of the payment;
    - Is filed with the agency official who maintains the records of the agency’s Statements of Economic Interests (i.e. the Ethics Office); and
    - Is filed as soon as possible, but no later than 30 days of receipt of the payment by LAUSD.

## 5. Disclosure Obligations

LAUSD expects Contractors and their Representatives to satisfy the following public disclosure obligations:

- A. *Identify Current and Former LAUSD Officials* – To ensure against conflict or improper influence resulting from employment of current or former LAUSD employees, Contractors and their Representatives shall disclose any of their employees, subcontractors or consultants who within the last three years have been or are employees of LAUSD. The disclosure will be in accordance with LAUSD guidelines and will include at a minimum the name of the former LAUSD employee(s), a list of the LAUSD positions the person held in the last three years, and the dates the person held those positions. Public agencies that provide contract services are not subject to this requirement.
  - (1) In rare and unusual circumstances, LAUSD’s General Superintendent or his/her designee upon a showing of good cause may waive this disclosure requirement in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.
- B. *Be Transparent about Lobbying* – Contractors and their Representatives shall abide by LAUSD’s *Lobbying Disclosure Code* and register and fulfill the associated requirements, if they meet the trigger(s). LAUSD’s lobbying policy seeks to enhance public trust and confidence in the integrity of LAUSD’s decision-making process by providing transparency via a public record of the lobbying activities conducted by individuals and organizations. A “lobbying activity” is defined as any action taken with the principal purpose of supporting, promoting, influencing, modifying, opposing, delaying or advancing any rule, resolution, policy, program, contract, award, decision, or other proposal under consideration by LAUSD officials.

For further information on LAUSD’s lobbying policy, Contractors and their Representatives shall review the resource materials available on the Ethics Office website ([www.lausd.net/ethics](http://www.lausd.net/ethics)). Failure to comply with LAUSD’s Lobbying Disclosure Code can result in fines and sanctions including debarment from contracting with LAUSD.

- C. *Fulfill the State-Mandated Statement of Economic Interests (“Form 700”) Filing Requirement* – Contractors and their Representatives shall abide by the financial disclosure requirements of California’s Political Reform Act (Gov. Code Section 81000-91015). Under the Act, individual Contractors and their Representatives may be required to disclose economic interests that could be foreseeably affected by the exercise of their public duties in a disclosure filing called the Statement of Economic Interests or Form 700. A Form 700 serves as a tool for aiding public officials at all levels of government to ensure that they do not make or participate in making, any governmental decisions in which they have an interest.
  - (1) Applicability – Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as “consultants”, if the services they are contracted to provide fit the triggers identified by the Political Reform Act. Meeting either of the test triggers below requires a Contractor’s Representative(s) to file a Form 700:
    - (a) Individual Makes Governmental Decisions – Filing is required if an individual is involved in activities or decision-making such as: obligating LAUSD to any course of action; authorizing LAUSD to enter into, modify, or renew a contract; granting approval for contracts, plans, designs, reports, studies or other items; adopting



or granting approval on policies, standards or guidelines for any subdivision of LAUSD; or negotiating on behalf of LAUSD without significant intervening review.

- (b) Individual Participates in the Making of Governmental Decisions for LAUSD and Serves in Staff-like Capacity – Filing is also required if an individual is performing duties for LAUSD on a continuous or ongoing basis extending beyond one year such as: advising or making recommendations to LAUSD decision makers without significant intervening review; conducting research or an investigation; preparing a report or analysis which requires the individual to exercise their judgment; or performing duties similar to an LAUSD staff position that is already designated as a filer position in LAUSD's *Conflict of Interest Code*.
- (2) Filing Timelines – Individuals who are legally required to complete a Statement of Economic Interests form must submit a filing:
  - (a) upon commencement of work with LAUSD,
  - (b) on an ongoing basis thereafter in accordance with the April 1<sup>st</sup> annual deadline, and
  - (c) upon termination of work with LAUSD.
- (3) Process – Contractors and their Representatives shall coordinate with their LAUSD Contract Sponsor(s) to ensure that they meet this state mandate in the manner required by law. Form 700s must be received by the LAUSD Ethics Office to be considered properly filed in accordance with the Political Reform Act.
- (4) Disqualifications – Individuals who must file financial disclosure statements are subject to the requirements of the Political Reform Act as is the case with any other “public official” including disqualification when they encounter decision-making that could affect their financial interests. Contractors and their Representatives shall be responsible for ensuring that they take the appropriate actions necessary, so as not to violate any aspect of the Act.

*Examples of Form 700 Filers and Non-Filers*

- (5) Maria Ley is an attorney for the firm of Legal Eagles which serves as outside counsel to LAUSD. In her capacity as outside counsel, Maria provides ongoing legal services for LAUSD and as such participates in the making of governmental decisions. Maria's role involves her in advising or making recommendations to government decision-makers and also gives her the opportunity to impact decisions that could foreseeably affect her own financial interests.

*Maria would be considered a consultant under the Political Reform Act and would need to file a Form 700.*

- (6) The Research Institute has been hired by LAUSD to do a major three-year policy study which will help LAUSD decide the shape and scope of a major after-school tutoring initiative, including the total funding that should be allocated. As part of the Institute's work, their researchers will help LAUSD design and decide on some additional contracts for supplemental survey research. The Institute knows that all the principal researchers on their team will have to be Form 700 filers because their work is ongoing and will influence LAUSD's governmental decision. However, the Institute is unsure of whether their trusty secretary, Bea Addman, would have to be a filer.

*Bea does not need to file. Even though she will be housed at LAUSD for the three years and act in a staff-like capacity, she will provide clerical support primarily and will not participate in making any governmental decisions.*

- (7) Bob Builder works for a construction company that will be supporting LAUSD's school-building initiative on a continuous basis. Bob will direct activities concerning the planning and construction of various schools facilities, coordinate land acquisition, supervise teams, set policies, and also prepare various budgets for LAUSD.

*Bob meets the trigger defined under the law because as part of the services he will provide, he has the authority to affect financial interests and commit LAUSD to government actions at his discretion. Additionally, in his role, he will be performing essentially the same tasks as an LAUSD Facilities Project Manager which is a position that is already designated in LAUSD's *Conflict of Interest Code*. Therefore, Bob is required to file a Form 700.*

## 6. Prohibited Activities

A Contractor, its Representative(s) and all other agent(s) acting on its behalf are prohibited from engaging in the following activities:

GENERAL PROHIBITIONS

- A. *Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation*
- B. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- C. *Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing*

- D. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- E. *Disclosing any proprietary or confidential information, including employee or student health information, about LAUSD, our employees, students, or contractors to anyone not authorized by a written LAUSD re-disclosure agreement to receive the information*
- F. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*
- G. *Making or arranging for any gift(s) or gratuities that violate LAUSD's policies, including:*
  - (1) *Providing any gifts at all to a procurement employee;*
  - (2) *Providing any gifts in excess of LAUSD's gift limit in a calendar year to any LAUSD official or to a member of his/her household; and*
  - (3) *Providing gifts without the necessary public disclosure when disclosure is required*
- H. *Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*
- I. *Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*
- J. *Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*
- K. *Using LAUSD assets and resources for purposes which do not support LAUSD's work*
- L. *Using LAUSD provided technology or systems to create, access, store, print, solicit or send any material that is false, derogatory, malicious, intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive*
- M. *Violating or counseling any person to violate any provisions of LAUSD's Contractor Code of Conduct, Lobbying Disclosure Code, Employee Code of Ethics, and/or any other governing state or federal laws*

#### CONTRACTING PROHIBITIONS

- N. *Dealing directly with an LAUSD official who is a close relative or cohabitant with a Contractor or its Representatives in the course of negotiating a contracting agreement or performing a Contractor's obligation*
  - (1) *For the purposes of this policy, close relatives shall be defined as including spouse, sibling, parent, grandparent, child, and grandchild. Cohabitants shall be defined as persons living together.*
- O. *Engaging in prohibited communication with LAUSD officials during the Cone of Silence time period(s) of the contracting process*
  - (1) *In a competitive contracting process, the Cone of Silence begins from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced by LAUSD until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved.*
  - (2) *In a non-competitive contracting process, the Cone of Silence begins at the time when a proposal is submitted to LAUSD until the time the contract is fully executed.*
- P. *Employing any current or former LAUSD employee to perform any work prohibited by the "Cooling Periods" defined in Section 4F of this Code*
- Q. *Making or participating in the making of governmental decisions on behalf of LAUSD when a Contractor or its Representatives has an existing financial interest that is prohibited under the law*
- R. *Making any substitution of goods, services, or talent that does not meet contract specifications without prior approval from LAUSD*
- S. *Making false charges on claims for payment submitted to LAUSD in violation of the California False Claims Act, Cal. Government Code §§ 12650-12655*
- T. *Requesting, attempting to request, or accepting—either directly or indirectly—any protected information regarding present or future contracts before the information is made publicly available at the same time and in the same form to all other potential bidders*
- U. *Submitting a bid as a proposer or sub-proposer on a particular procurement after participating in its development (e.g. identifying the scope of work, creating solicitation documents or technical specifications, developing evaluation criteria, and preparing contractual instruments)*

## LOBBYING PROHIBITIONS

- V. *Engaging in any lobbying activities without the appropriate disclosure, if the registration trigger has been met*
- W. *Lobbying on behalf of LAUSD, if a Contractor or its Representatives is lobbying LAUSD officials.*
- (1) Any person or entity who receives compensation to lobby on behalf of or otherwise represent LAUSD, pursuant to a contract or sub-contract, shall be prohibited from also lobbying LAUSD on behalf of any other person or entity for compensation as this would be considered a conflict of interest.

## 7. Issues Resolution

Early identification and resolution of contracting or other ethical issues that may arise are critical to building public trust. Whenever possible, it is advisable to initiate the issue resolution process proactively, either with the designated contracting contact if the issue arises during the contracting process, or with the Contract Sponsor in the case of an active contract that is being carried out. It is always appropriate to seek out the Procurement Services Group or the Facilities Contracts Branch to resolve an issue, if another alternative is not possible. Formal disputes regarding bid solicitations or contract awards should be raised and addressed in accordance with LAUSD policy where such matters will be given full, impartial, and timely consideration.

## 8. Enforcement Provisions

While Contractors and their Representatives are expected to self-monitor their compliance with this Contractor Code of Conduct, the provisions of this Code are enforceable by LAUSD. Enforcement measures can be taken by LAUSD's Procurement Services Group or Facilities Contracts Branch in consultation with the Contract Sponsor, the Ethics Office, the Office of the General Counsel, and the Office of the Inspector General. The Office of the Inspector General may also refer matters to the appropriate authorities for further action.

- A. *Report Violations* – Good faith reporting of suspected violations of the Contractor Code of Conduct is encouraged. Reports of possible violations should be made to the Office of the Inspector General where such reports will be investigated and handled with the level of confidentiality that is merited and permitted by law. No adverse consequences will result to anyone as a result of making a good faith report.
- B. *Cooperate on Audits and Investigations* – Contractors and their Representatives shall cooperate with any necessary audits or investigations by LAUSD relating to conduct identified in this Code. Such audits and investigations may be conducted when LAUSD has reason to believe that a violation of this Code has occurred. Once an audit or investigation is complete, LAUSD may contact a Contractor or their Representatives to establish remedies and/or sanctions.
- C. *Comply with Sanctions* – Contractors and their Representatives shall comply with the necessary sanctions for violations of this Code of Conduct. Remedies can include and/or combine one or more of the following actions:
- (1) Removal of offending Contractor or subcontractor;
  - (2) Implementation of corrective action plan approved by LAUSD;
  - (3) Submission of training plan for preventing future violations of the Code;
  - (4) Probation for 1-3 years;
  - (5) Rescission, voidance or termination of a contract;
  - (6) Suspension from all LAUSD contracting for a period of time;
  - (7) Prohibition from all LAUSD lobbying activities;
  - (8) Compliance with deferred debarment agreement;
  - (9) Debarment from all LAUSD procurement or contracting; or
  - (10) Other sanctions available by law that are deemed reasonable and appropriate.

In the case of a procurement in which a contract has yet to be awarded, LAUSD reserves the right to reject any bid or proposal, to terminate the procurement process or to take other appropriate actions.

Failure to remedy the situation in the timely manner prescribed by LAUSD can result in additional sanctions. *Records of violations or any other non-compliance are a matter of public record.*

Any debarment proceeding will follow due process in accordance with the procedures described in LAUSD's Debarment Policy.

## 9. Future Code Updates

To ensure that LAUSD maintain our effectiveness in promoting integrity in our contracting processes and our use of public tax dollars, LAUSD reserves the right to amend and modify this Contractor Code of Conduct at its discretion. LAUSD's Ethics Office will post the latest version of the Code on its website. Interested parties with ideas on how LAUSD can strengthen our Code to improve public trust in the integrity of LAUSD's decision-making can contact LAUSD's Ethics Office in writing to share their comments. Such comments will be evaluated for future code updates.

LAUSD is not responsible for notifying a Contractor or their Representatives of any changes to this Code. It is the responsibility of a Contractor to keep itself and its Representatives apprised of any changes made to this Code. LAUSD is not responsible for any damages that may occur as a result of a Contractor's failure to fulfill its responsibilities of staying current on this Code.

#### **10. Severability**

If one part or provision of this Contractor Code of Conduct, or its application to any person or organization, is found to be invalid by any court, the remainder of this Code and its application to other persons or organizations, which has not been found invalid, shall not be affected by such invalidity, and to that extent the provisions of this Code are declared to be severable.

## **EXHIBIT D**

### **LAUSD Code of Conduct With Students**



## **CODE OF CONDUCT WITH STUDENTS**

A top priority of the District is the safety of our students. All employees, as well as individuals who work with or have contact with students (e.g., volunteers, mentors, coaches, etc.) must be mindful of the distinction between being sensitive to and supportive of students and a possible or perceived breach of responsible, ethical behavior.

While the District encourages the cultivation of positive relationships with students, employees and individuals who work with or have contact with students are expected to use good judgment, maintain professional standards and ethical boundaries, and are cautioned to keep these guidelines in mind and avoid the following when possible, including but not limited to:

- |  |  |
|--|--|
|  <p><b>Engaging in behaviors</b> either directly or in the presence of a student(s), that are unprofessional, unethical, illegal, immoral, or exploitative.</p>   |  <p><b>Touching, having physical contact,</b> or requesting the removal of clothing with a student(s) that is not age-appropriate or within the scope of the employee's/individual's professional responsibilities.</p>   |
|  <p><b>Meeting individually with a student</b> of any gender behind closed doors or in spaces designated for students only (e.g., restrooms, locker rooms), except for specific school-related purposes (e.g., assessments, counseling, required services, supervision).</p>                         |  <p><b>Engaging in any conduct</b> that endangers students, inclusive of physical violence or threats of violence.</p>   |
|  <p><b>Remaining on campus with student(s)</b> after the last administrator leaves the site; there are exceptions, such as afterschool programs, teachers rehearsing with students for a drama/music activity or coaching academic decathlon students, with administrative approval in advance.</p> |  <p><b>Using alcohol, or an illegal or unauthorized substance,</b> or possessing or distributing any controlled substance, while in the workplace or at a school-sponsored activity.</p>  |
|  <p><b>Providing preferential treatment</b> and/or giving student(s) gifts, rewards, or incentives that are not school-related and for which it is directly or implicitly suggested that a student(s) is (are) to say or do something in return.</p>  |  <p><b>Transporting student(s) in a personal vehicle</b> without proper written administrator and parent authorization forms on file in advance for District approved reasons.</p>  |
|  <p><b>Making gestures, statements, or comments,</b> either directly or in the presence of a student(s), which are not age-appropriate, professional, or which may be considered sexual in nature, profane, obscene, abusive, intimidating, bullying, harassing, discriminatory, or demeaning.</p>  |  <p><b>Meeting with, taking or accompanying student(s)</b> off campus for activities other than a District-approved school journey, activity, or field trip.</p>  |
|  |  <p><b>Providing students with, or requesting from students, personal contact information</b> and/or communicating/ socializing with student(s), orally, in writing, by phone/ email/electronically/webcam, via Internet, social media, or in person for purposes that are not specifically school-related.</p> |
|  |  <p><b>Taking pictures or videos</b> of or requesting them from students, except for specific school-related purposes with appropriate approvals.</p>   |

Even though the intent of the employee/individual may be purely professional, those who engage in any of the above conduct are potentially subjecting themselves to perceptions of impropriety. Any individuals who witness potential boundary violations are advised to report such conduct. The District takes such matters seriously and may be obligated to investigate the allegations, as warranted and/ or when law enforcement clearance has been given, and take appropriate administrative corrective/disciplinary action. The District prohibits retaliation against anyone who reports or participates in an investigation of inappropriate conduct.

Individuals who need further information should contact the site administrator or the Educational Equity Compliance Office at (213) 241-7682; [EquityCompliance@lausd.net](mailto:EquityCompliance@lausd.net).

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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Fabian Valdez, Police Chief  
CJ Chiasson, Police Sergeant

**Date:** November 18, 2024

**Subject:** Consideration to Approve a First Amendment to the Professional Services Agreement with Bear Communications, Inc., dba BearCom to Update, Replace, and Increase Security Measures for the San Fernando Police Facility

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a First Amendment to the Professional Services Agreement with Bear Communications Inc. dba BearCom (Attachment "A" – Contract No. 2041(a)) to increase the not-to-exceed amount by \$133,353 from \$776,709 to \$910,062 to replace the Department's outdated and no-longer supported security camera system and access control system;
- b. Authorize the City Manager, or designee, to utilize \$133,353 from the 2022 Urban Area Security Initiative (UASI) Grant (Attachment "B" – Contract No. 2144) for the agreement with BearCom to install and maintain the replacement surveillance and access control system; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute all related agreements.

### BACKGROUND:

1. In 1989, the current security exterior/interior access control system of the police facility was installed during the construction of the current police facility.
2. On December 6, 2021, the City Council approved a five (5) year professional services agreement with BearCom for "City-Wide Radio System and Wireless Broadband Video Network Maintenance Services, and Installation and Maintenance of Security Camera System and Access Control System." Through this agreement, BearCom is responsible for maintaining and supporting the City-Wide Radio System and Wireless Broadband Video Network

**Consideration to Approve a First Amendment to the Professional Services Agreement with Bear Communications, Inc., dba BearCom to Update, Replace, and Increase Security Measures for the San Fernando Police Facility**

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Maintenance Services, including the existing CCTV security cameras (Exhibit "A" to Attachment "A").

3. On April 3, 2023, the City Council approved a Sub-award Agreement with the City of Los Angeles for the 2022 Urban Area Security Initiative (UASI) Grant Program (Attachment "B" - Contract No. 2144) in the amount of \$141,466, for specific safety enhancements including updating and adding station security cameras and expanded access control functions to the interior and exterior of the police station facility, providing greater access control and safety.
4. On September 26, 2024, in compliance with Federal Emergency Management Agency (FEMA) purchasing guidelines, the Department released a Request for Proposals (RFP) to procure a vendor for the purchasing, installation, and maintenance of an enhanced Security Camera and Access Control systems.

**ANALYSIS:**

Ensuring the physical security, monitoring activities in and around the police facility, and limiting the access to sensitive areas of the police facility are essential to maintaining the overall safety and integrity of the Police Department operations. Police facility integrity and security are important for several reasons including:

- The protection of Police Department personnel from physical threats, including attacks by individuals or groups seeking to disrupt law enforcement operations or harm Police Department personnel.
- Monitoring and restricting access to the evidence and narcotics storage areas.
- Protecting detainees from external threats or potential escape attempts.
- Preventing unauthorized access to weapons, vehicles, and other police resources that could pose a risk if possessed by unauthorized individuals.
- Ensuring that confidential information and records are protected from breaches or unauthorized access.

The existing camera surveillance system for the police facility was installed approximately 20 years ago. The funding available at the time of installation provided limited surveillance coverage to areas including the prisoner booking cells in the station's jail area. Over the last 20 years, the aforementioned camera system was expanded, updated, and maintained using various funding sources, including the General Fund budget, and other grants.

**Request for Proposals.**

Based on Federal Emergency Management Agency (FEMA) purchasing guidelines, and with the approval of the City of Los Angeles UASI Grant Manager, the Police Department developed and

**Consideration to Approve a First Amendment to the Professional Services Agreement with Bear Communications, Inc., dba BearCom to Update, Replace, and Increase Security Measures for the San Fernando Police Facility**

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released a Request for Proposals (RFP) for Security Cameras and Access Control Installation on September 26, 2024. The RFP was posted on the City's website and published in the San Fernando Sun Newspaper. An addendum to the RFP was released on October 16, 2024. The Police Department conducted three (3) separate site visits for vendors interested in submitting proposals. A total of nine (9) proposals were received by the deadline of October 23, 2024.

A panel consisting of the Acting Administrative Commander, Records Administrator, IT Administrator, and Police Management Analyst reviewed all nine (9) proposals according to the following criteria:

- Completeness and Comprehensiveness
- Responsiveness to City's issues
- Potential to benefit the City
- Experience of the firm providing similar services to other municipalities
- Cost effectiveness
- Quality of proposed staff

After careful consideration, the panel determined that the proposal from BearCom most closely aligned with the project requirements. Furthermore, the company was able to leverage their longstanding relationship as an authorized Motorola installer and service provider to design and provide staff with a proposal for a surveillance and access control system that meets the Police Department's security needs and falls within the allotted budget amount. The proposed budgets of each vendor are highlighted in the following chart:

| VENDOR                 | BUDGET PROPOSAL  |
|------------------------|--|
| Am-Tec                 | \$167,648.47   |
| Avante Technologies    | \$259,603.00   |
| BearCom                | \$133,351.88   |
| Convergint             | \$296,000.00   |
| ECI                    | \$160,361.16   |
| HQE                    | \$152,109.88   |
| MVP                    | \$179,455.78   |
| PSLA Security Systems  | \$157,697.21   |
| SoCal Access and Video | \$99,958.78 w/out maintenance or storage<br>\$163,174.78 w/maintenance and storage |

BearCom's proposed replacement surveillance system, Avigilon (Exhibit "B" to Attachment "A"), exchanges the currently deployed cameras and adds additional cameras in strategic areas of the police facility and replaces the current server with a cloud-based, high definition storage system that can be accessed from web-based devices. The proposed surveillance system can seamlessly

**Consideration to Approve a First Amendment to the Professional Services Agreement with Bear Communications, Inc., dba BearCom to Update, Replace, and Increase Security Measures for the San Fernando Police Facility**

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export video footage in modern file formats, which can be easily uploaded into the current Axon Body Worn Camera evidence system for unbroken sharing with law enforcement partners and the Los Angeles District Attorney's Office. The proposed system also employs an integrated artificial intelligence system that can be utilized as a powerful investigative enhancement tool by the Police Department's Detective Bureau for crimes and incidents that occur in and around the Police facility.

The proposed surveillance system will integrate the current video surveillance cameras used throughout the City and place the recorded video footage into the same cloud-based system as the proposed system. The proposed system also allows Dispatchers to have real-time access to live footage in sensitive and public areas monitored by the City. The proposed system's quote would provide cloud storage and access to the video footage and features for the next two (2) years through the end of the current contract in 2026. The future on-going cost of maintenance and licensing will be established after the completion of the current contract through a competitive bidding process.

Proposed Replacement Access Control System (Motorola).

BearCom's proposed access control portion of the system manufactured by Motorola allows the Department to use the latest encryption technology to ensure that only those individuals authorized to access the Police facility do so and only enter areas where they are authorized. The access control system is cloud-based and utilizes Radio Frequency Identification (RFID) technology to monitor and allow access to authorized individuals. It includes an application on smart phones that can give personnel access without the use of a RFID identification card. Additionally, the proposed access control system also provides the Department with a modern full-color identification card printer for the creation of new police identification cards that double as RFID access control keys.

The quote obtained through BearCom (Exhibit "B" to Attachment "A") by Motorola would provide access to the system and all of its features for the next two (2) years through the end of the current contract in 2026. The future on-going cost of maintenance and licensing will be established after the completion of the current contract through a competitive bidding process.

The quoted price of the proposed video surveillance system is \$89,874 and the quoted price of the proposed access control system is \$43,479, totaling \$133,353. Both quotes incorporate the cost of equipment, labor, installation, and servicing of equipment through the end of the current contract with BearCom in 2026.

Upon the completion of this contract, the on-going fees for services will be established through a competitive bidding process for the current radio system, proposed surveillance system, and proposed access control. The timeline for completion of the video surveillance and access control system projects after the contract amendment is two (2) to three (3) months. Staff has received

**Consideration to Approve a First Amendment to the Professional Services Agreement with Bear Communications, Inc., dba BearCom to Update, Replace, and Increase Security Measures for the San Fernando Police Facility**

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a 60-day extension of the grant; this timeline allows for the completion of the project and payments to be made by the deadline of March 31, 2025, as required by the UASI 2022 grant.

**BUDGET IMPACT:**

There is no impact to the General Fund as the UASI 2022 grant (Account No. 110-220-3684-4500) was awarded for the amount of \$141,466 and the quoted amount for the projects in the amendment falls below the amount granted. Ongoing costs of these new systems is incorporated into the contract amendment for the next two (2) years.

**CONCLUSION:**

Staff recommends approving a First Amendment to the Professional Services Agreement with Bear Communications Inc. to increase the contract amount by \$133,353, bringing the total to \$910,062, for the upgrading and replacement of security cameras and access control systems; authorize the City Manager, or designee, to utilize funds from the 2022 Urban Area Security Initiative Grant for these enhancements, make non-substantive changes, and execute all related agreements.

**ATTACHMENTS:**

- A. Contract No. 2041(a), including:
  - Exhibit "A": Contract No. 2041 ([provided digitally through weblink](#))
  - Exhibit "B": RFP for Security Cameras and Access control Installation ([provided digitally through weblink](#))
  - Exhibit "C": BearCom Proposal for Video Camera and Access Control Installation
- B. Contract No. 2144 UASI 2022 Grant Agreement ([provided digitally through weblink](#))



## FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

### **Bear Communications, Inc. dba BearCom**

City-Wide Radio System and Wireless Broadband Video Network Maintenance Services, and  
Installation and Maintenance of Security Camera System and Access Control System

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – City-Wide Radio System and Wireless Broadband Video Network Maintenance Services" Contract No. 2041 dated January 1, 2022 (hereinafter, "Master Agreement"), is hereby made and entered into this 18<sup>th</sup> day of November, 2024 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and BEAR COMMUNICATIONS, INC. DBA BEARCOM, A Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

### RECITALS

This First Amendment is made and entered into with respect to the following facts:

**WHEREAS**, exaction of the Master Agreement was executed by the Parties on January 1, 2022 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

**WHEREAS**, the Parties now wish to modify the Master Agreement by increasing the compensation not-to-exceed amount by \$133,353 to a total not-to-exceed amount of \$910,062, as a result of the need to update, replace and increase security measures for the Police Department's security camera and access control systems; and

**WHEREAS**, CONSULTANT is the local authorized distributor of Motorola products, including Avigilon hardware and software; and

**WHEREAS**, the CITY issued a Request for Proposals (RFP) (Exhibit "B") in accordance with Federal Emergency Management Agency purchasing guidelines and Chapter 2 of the City of San Fernando Purchasing and Procedures Manual, which outlines the process for competitive bidding; and

**WHEREAS**, following a thorough evaluation process, BearCom was selected as the vendor providing the best value and services to meet the CITY's needs at competitive pricing (Exhibit "C"); and

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2041(a)

**City-Wide Radio System and Wireless Broadband Video Network  
Maintenance Services, and Installation and Maintenance of Security  
Camera System and Access Control System**

Page 2 of 3

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**WHEREAS**, the capitalized term “Contract” shall refer to the Master Agreement as amended by way of this First Amendment; and

**WHEREAS**, the First Amendment was approved by the City Council at its meeting of November 18, 2024, under Agenda Item No. \_\_\_\_.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**SECTION 1.** The Not-To-Exceed Sum set forth under Section 1.3(B) of the Master Agreement shall not exceed the budgeted aggregate sum of \$910,062.

**SECTION 2.** Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

**SECTION 3.** The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

*Signature page to follow*

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**City-Wide Radio System and Wireless Broadband Video Network**  
**Maintenance Services, and Installation and Maintenance of Security**  
**Camera System and Access Control System**  
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CONTRACT NO. 2041(a)

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing above.

**CITY OF SAN FERNANDO**

**BEAR COMMUNICATIONS, INC. DBA  
BEARCOM**

By: \_\_\_\_\_  
Nick Kimball, City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Padilla, City Attorney

Date: \_\_\_\_\_





October 16, 2024

City of San Fernando  
910 First Street  
San Fernando, CA 91340

Attn: Jennifer Spatig, Police Department Management Analyst

Re: City of San Fernando Police Department  
Security Cameras and Access Control Installation

It is my pleasure to submit the attached response to your RFP.

Bear Communications, Inc., dba BearCom, is the leading provider of engineering, sales, installation, maintenance, and warranty for Motorola 2-way radio products, including BDA/DAS, point-to-point, point-to-multi-point, broadband & mesh networking and security cameras and access control. We have serviced Southern California customers for more than 42 years.

BearCom designed, installed and currently maintains the Access Control and Security Cameras in use by the City.

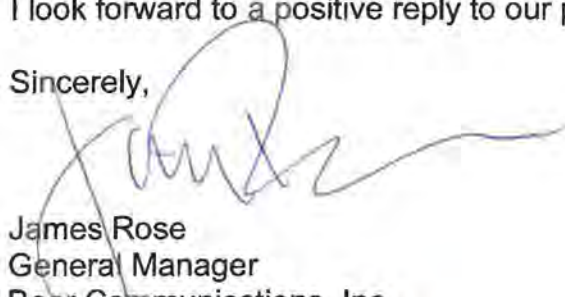
BearCom acknowledges the following:

- Proposal is valid for 90 days from date of submission
- Receipt of Addendum 1
- Certificate of Insurance is currently on file with the City and can be re-issued upon award of bid if needed – Note: BearCom does not carry E&O coverage. Any claims would fall under our General Liability coverage

In closing, I thank you for the opportunity to respond to your proposal request. If you have any questions, please do not hesitate to call me at any time at 424-675-7116. I also invite you to visit our Redondo Beach office at any time.

I look forward to a positive reply to our proposal.

Sincerely,



James Rose  
General Manager  
Bear Communications, Inc.  
[James.Rose@Bearcom.com](mailto:James.Rose@Bearcom.com)

## Proposal Summary

BearCom proposes the Avigilon security suite for The City of San Fernando Police Department's surveillance camera and access control systems. This cloud-based solution powered by intelligence and powerful analytical tools is scalable for future expansions and will integrate with current camera systems.

Our proposal includes the 20 high-definition cameras specified in the RFP. We have also included an optional proposal for analog cameras for the jail, along with outdoor areas identified in our site walk. These optional cameras will integrate into the platform via the proposed Avigilon Cloud Connector.

### Video Surveillance System

Our proposal includes the Avigilon video security system to replace The City of San Fernando Police Department's current low-resolution cameras and integrate with citywide surveillance to transition to the cloud. We will install a combination of Multisensor, Dome, 360, and Bullet cameras to cover the areas identified in "Attachment A" of the RFP.

The Avigilon system provides high-definition imaging with enhanced low-light capability to provide detailed recording for investigation and back-end analytics as well as audio capture capability. The Avigilon Alta Cloud Connector and video management integrate with existing/third-party cameras and provide AI-powered intelligence, allowing users to detect, verify, and respond efficiently. With this system intelligence, users can find video clips of interest in seconds, classify people, vehicles, and audio events, and assign proactive event flags and instant alerts.

The proposal includes the complete installation (including all parts), testing, and training, along with an Alta Aware three-year cloud license with the option to renew for one, two, or three years at the end of the term. The solution complies with global government regulations: SAFETY Act Designation, NDAA Compliant, SOC2 Type II, ISO 27001 + Certified.

### Access Control System

BearCom proposes the Avigilon Alta cloud-based access control system to ensure secure and efficient access to the areas identified in the RFP "attachment A." This system will consist of Smart Readers, Smarthub, ID badges/RFID cards, printer, door strikes, battery backup, a 3-year software license, and installation services. It is a cloud-based replacement for the City of San Fernando's current access control system and is scalable for future expansions and integrations.

Smart Readers support a range of contactless access methods and keyless credentials for flexible and secure entry for all users across all access points. Customize access standards using a combination of multi-factor authentication using a smartphone, Bluetooth, and/or encrypted key cards. Avigilon's access control system provides an entirely touchless

experience, allowing authorized personnel to gain access by waving their hand in front of the reader via Bluetooth recognition when their smartphone is on. You may also use the app on a smartphone, tablet, or smartwatch. Additionally, the app can issue digital guest pass credentials with configurable access points and times. Custom ID badges/RFID cards provide another secure access option with DESFire EV3 128-bit AES cryptographic cards. Additional cards can be added to the system, and custom, full-color cards can be created and printed on demand using your onsite printer included in proposal.

Since the Avigilon Alta system is cloud-based, it allows remote monitoring without local servers. Advanced reporting provides access control data and tracking information. Built-in diagnostics and real-time troubleshooting insights streamline management.

## **The Avigilon Ava Solution**

### **Video Security**

#### **Superior imaging**

Capture stunning image detail with resolutions of up to 61 MP, multiple lens options, and enhanced low-light capabilities, so you don't miss a thing.

#### **Smart from the start**

Using AI technology, our cameras can detect up to 50 people or vehicles in a scene, even if they are stationary, providing you with greater accuracy.

#### **View video from the cloud**

Cloud-connected cameras allow you to view your sites from anywhere, from the palm of your hand. So you can keep your sites secure no matter where you are.

### **Video Management**

#### **Complete situational awareness**

Our AI-powered on-premise physical security platform combines video security, access control, and flexible cloud management under one centralized and scalable solution.

#### **Cloud versatility**

Deploy a fully cloud-native video management system to gain real-time visibility and insights that you can manage from anywhere.

#### **Driven by AI**

Intuitive and easy-to-use software learns and understands what matters to your security, alerting you when action is required.

## **Access control**

### **Reliable and secure**

Best-in-class smart readers, wireless locks and secure, touchless credentials for all your doors, turnstiles, elevators, parking gates and more.

### **Manage from anywhere**

Easily grant access and manage your sites directly from your mobile phone, with support on any authorized device with browser-based and cloud-native software.

### **Seamless integration**

Built on open standards for limitless integration with the tools you use every day to help future-proof your security with a flexible solution.

## **AI and Analytics**

### **Real-time alerts for proactive response**

Know what's happening across your site with real-time alerts of potentially critical events so you can review and respond quickly.

### **Fast, easy search**

AI-powered video search helps you find what you're looking for faster, reducing investigation time from days to minutes.

### **End-to-end intelligence**

The integration of video security and access control technology provides more context for alerts so you take action faster.



## Contact People for Video Surveillance and Access Control Upgrade

|                |   |                     |
|----------------|---|---------------------|
| James Rose     | General Manager<br><a href="mailto:james.rose@bearcom.com">james.rose@bearcom.com</a>                     | 424-675-7116 x40220 |
| Bob Akins      | Senior Account Executive<br><a href="mailto:bob.akers@bearcom.com">bob.akers@bearcom.com</a>              | 424-675-7116 x40219 |
| Jack Szymanski | Regional Systems Engineer<br><a href="mailto:jack.szymanski@bearcom.com">jack.szymanski@bearcom.com</a>   | 424-675-7116 x40222 |
| Vickie Dubois  | Office Manager<br><a href="mailto:vickie.dubois@bearcom.com">vickie.dubois@bearcom.com</a>                | 424-675-7116 x40243 |
| Saul Cabrales  | Senior Technician & Installer<br><a href="mailto:saul.cabrales@bearcom.com">saul.cabrales@bearcom.com</a> | 424-675-7116 x40253 |

## Profile of BearCom

Bear Communications, Inc. has been servicing Southern California's communications and security needs since 1981. BearCom currently has 67 locations across North American with over 600 employees in the U.S. and Canada. We are dedicated to providing the highest level of communications sales, service and technical expertise to public safety, federal government agencies and businesses throughout North America.

In May, 1981, Bear Communications began servicing the rapidly growing Two-Way radio industry becoming an "Authorized Motorola Service Station." As the industry has grown, so has Bear Communications!

Bear Communications, Inc. also entered the electronic security industry by providing and servicing closed circuit video surveillance solutions. Bear Communications, Inc. continues to be a major provider of closed-circuit surveillance products and services to several municipalities, federal agencies, and local businesses.

Bear Communications, Inc. has established a reputation as a leader in such technologies as Mesh Networking, Point-to-Point Communications and Microwave under-builds. By combining all our technologies and competencies (engineering, 24-hour service, installation, sales and FCC licensing assistance) Bear Communications, Inc. has become the premier communications company in Southern California.

MOTOROLA SERVICE STATION AGREEMENT  
MOTOROLA SERVICE ELITE SPECIALIST  
MOTOROLA PROFESSIONAL & COMMERCIAL RADIO (PCR)  
AGREEMENT  
MOTOROLA PUBLIC SAFETY MANUFACTURER REPRESENTATIVE  
MOTOROLA UTILITY MANUFACTURER REPRESENTATIVE  
MOTOROLA FIXED WIRELESS VAR  
MOTOROLA WIRELESS FIELD ENGINEER – WiBB VAR Fixed  
JPS COMMUNICATIONS AUTHORIZED DEALER AGREEMENT  
TX/RX MASTER INTEGRATOR  
ZETRON AUTHORIZED RESELLER AND SERVICE AGREEMENT  
KENWOOD AUTHORIZED RESELLER  
TAIT/HARRIS AUTHORIZED RESELLER  
VERTEX AUTHORIZED RESELLER  
ONSSI AUTHORIZED RESELLER  
AVIGILON AUTHORIZED RESELLER  
CAMBIUM AUTHORIZED RESELLER

We are extremely proud of our employees! We believe very much in employee education. Bear Communications, Inc. invests heavily in Motorola and other manufacturer technical schooling for our technicians and account representatives. Bear Communications, Inc. is a Motorola Service Elite Specialist (SES); an Elite Motorola Dealer; a multi year Motorola Pinnacle award winner; a Certified RF Communications Service Center (CSC); and our technicians hold CET certifications.

Bear Communications, Inc. has not been party to any lawsuits withing the last five years.

Our branch office in Redondo Beach, CA will be providing the sales, engineering, technical, and installation expertise for this RFP. They are located at 2601 Manhattan Beach Blvd., Redondo Beach, CA 90278. Normal business hours are Monday through Friday from 8:00am to 5:00pm. You can reach us at 424-675-7116.

Below is our organizational structure for this RFP response:

## BEAR COMMUNICATIONS, INC.



## **Work Plan for Video Surveillance and Access Control Upgrade**

This work plan outlines a comprehensive approach to upgrading the video surveillance and access control systems for The City of San Fernando Police Department. By following these phases and ensuring compliance and scalability, we will enhance security, improve investigation capabilities, and future-proof the infrastructure.

### **Objectives**

1. Upgrade video surveillance to HD quality.
2. Integrate audio capture for enhanced investigation capabilities.
3. Implement a modern, cloud-based access control system.
4. Centralize camera management across all facilities.
5. Ensure compliance with cybersecurity and regulatory standards.
6. Establish a scalable, future-proof solution.

### **Assessment, Planning, and Design**

This phase of the service plan was completed pre-bid and consisted of the following:

- Conduct a site survey to assess current infrastructure and camera placement.
- Evaluate existing access control systems and user access needs.
- Review RFP requirements to define requirements and expectations.
- Select appropriate HD cameras with cloud integration and audio capture.
- Select access control system with RFID and smartphone capability.
- Ensure proposed systems meet cybersecurity and regulatory compliance requirements.

Timeframe: Completed

### **Implementation**

- Remove old equipment; both cameras and access control equipment.
- Install new HD cameras in designated areas as defined by "Attachment A" of the RFP.
- Install new cabling where necessary.
- Deploy access control system, including Smart Readers and cut door frames and install door strikes.
- Migrate existing parks surveillance system to the new cloud-based system via Avigilon Cloud Connector while ensuring data integrity and security.
- Implement centralized management and cloud based monitoring of video systems consisting of new cameras, and existing city-wide surveillance.



Camera system implementation timeframe: 8-12 weeks.

Access control system implementation timeframe: 12-16 weeks.

### **Testing and training**

- Conduct rigorous testing of the new systems to ensure functionality and integration.
- Provide training sessions for staff on how to operate the new camera and access control systems.
- Establish protocols for video and audio data management, including retention and access policies.

Timeframe: 2-5 days

### **Bearcom responsibilities**

- Provide POC list (Point of Contacts) for this project.
- Provide any updates and changes to Customer POC as identified.
- Promptly notify Customer of any material change to pre-defined scope specified above.
- Before starting any operation, the BearCom representative shall examine existing work, or work performed by others, to which its work is to adjoin or be applied and shall report to Customer any conditions that will prevent satisfactory accomplishment of work specified.
- BearCom shall clean-up and remove from the work site daily all rubbish and construction debris, resulting from their own work. Upon completion of work, the entire job site areas shall be left clean and in like condition as originally found.
- BearCom to provide regularly scheduled project updates as defined in scope.

### **Client Responsibilities**

- Provide IP subnet.
- Provide building / site access to include badging or site-specific access requirements.
- Provide POC (Point of Contact).
- Where necessary, the Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.
- Complete pre-work as specified in scope specified above.
- Provide for a safe working environment and conditions for BearCom representatives.
- Promptly notify BearCom of any material change to pre-defined scope specified above.
- Pre-notify BearCom of site-specific safety requirements or (PPE) personal protection equipment needed.
- Change orders: Any variations from this SOW may constitute a change in scope and must be mutually agreed upon in writing by both parties utilizing BearCom's Change Order Form.

## QUALIFICATIONS OF THE FIRM

### Customers:

#### 1. CITY OF SAN FERNANDO POLICE DEPARTMENT

910 1st St  
San Fernando, CA 91340  
CMDR. CJ Chiasson  
(818) 898-1255

Designed current camera and access control systems in use by the city and implemented a wireless mesh network with Point-to-Point and Point-to-Multipoint applications that created a virtual patrol for the city. After completely rebuilding the police units from the ground up including sirens, communications, in car computing (MDT) and in car video we were able to create constant communication through both audio and video between dispatch and units in the field. Extensive amounts of Fiber were used to complete this solution along with a completely overhauled dispatch center. Including the vehicle camera systems and fixed systems around the city we maintain over 40 cameras for the City of San Fernando.

Start Date: 5-year period 1-1-2022 to 12-31-2026  
Value: \$776,708.94 for 5 years maintenance

#### 2. DEPARTMENT OF VETERANS AFFAIRS HOSPITALS

11301 Wilshire Blvd.  
Los Angeles, CA 90073  
Ben Spivey  
310-268-3565

Provide Engineering, Technical Labor, Installation Labor to deploy Camera Systems and Access Control Systems along with Microwave Links for connectivity.

Services included engineering and system design of Camera Systems, Access Control Systems, PTP Microwave Links, on-site technical labor to program and optimize new radio equipment, installation of cameras, cabling, access control panels and triggers.

|                           |              |
|---------------------------|--------------|
| Projected Completion Date | 12-2023      |
| Actual Completion Date    | 11-2023      |
| Contract Value            | \$432,100.00 |

**Project Staffing****Jack Szymanski – Regional System Engineer**

Responsible for all System Designs, Engineering and Project Management.

**Bob Akins – Sales Executive**

Responsible for ordering all Required Equipment, Installation Materials and Pricing.

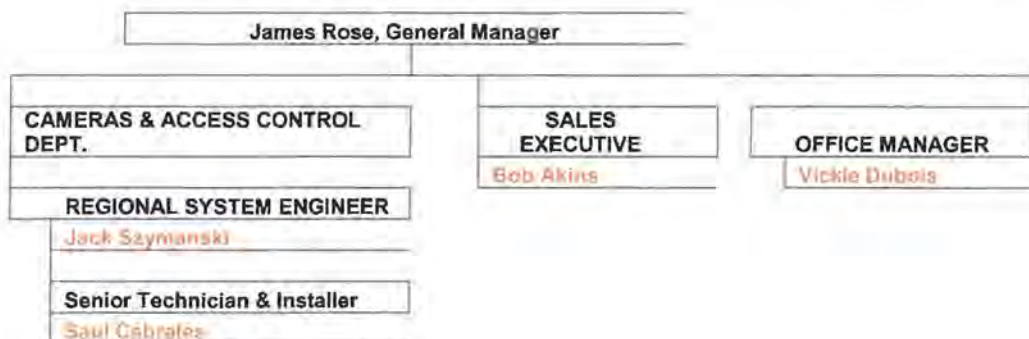
**Vickie Dubois – Office Manager**

Responsible for Contract Management, Certificates of Insurance, and Billing.

**Saul Cabrales – Senior Technician & Installer**

Responsible for Installation and Removal of equipment as directed by Project Manager.

**BEAR COMMUNICATIONS,  
INC.  
SFPD - Security Camera & Access Control Install RFB**



TECHNICAL RESUMERegional System EngineerJack Szymanski  
Broadband Systems Engineer

|                                  |                   |  |
|----------------------------------|-------------------|--|
| Educational Background:          | ZSB State College | Poland   |
|                                  | FCC               | General Radiotelephone Operators <b>License</b>  |
|                                  | MOTOROLA          | R-56 Certified Technician<br>Avigilon<br>Awa Aware<br>OpenPath<br>Vigilant LPR   |
|                                  | Cambium Networks  | PTP, PTMP<br>CnVision<br>CnMaestro   |
|                                  | Pelco             | Fiber Optic Transmitters and Receivers<br>CM7500, CM6700, CM6800,<br>Genex Mux, MX4004, MX4009, MX4016,<br>Controller Keyboards,<br>KBD200A, KBD4000A,<br>MPT9500,<br>Network digital encoders<br>NET350<br>Analog and Digital Cameras |
|                                  | OBJECT VIDEO      | Certified Technician<br>Video Analytics software   |
|                                  | DEDICATED MICROS  | Certified Technician<br>DVIP Servers<br>BX2 Digital Video Recorders  |
|                                  | HID               | Certified Technician<br>125Khz Prox Technology   |
|                                  | ONSSI             | Certified Technician   |
|                                  | EXACT VISION      | Certified Technician   |
| Number of years in the industry: |                   | 30 years   |

**CLOSED CIRCUIT TELEVISION TECHNICIAN****LEAD TECHNICIAN**

Saul Cabrales  
Closed Circuit Television  
Engineer and Technician

**Educational Background:**

Associate of Applied  
Science

Video Technical Institute  
Long Beach, CA

Pelco

Digital Solutions Certificate  
New Product Training  
Certified Technician on CM7500,  
CM6700, CM6800, Genex Mux  
MX4004, MX4009, MX4016,  
Controller Keyboards & Programmers,  
KBD200A, KBD4000A, MPT9500,  
Analog and Digital Cameras, Pan & Tilt  
Domes

GYR

Certified Technician on VCR and  
Multiplexers

DEDICATED MICROS

DS Sprite DVR, Echo4 DVR, BX2 DVR

GE

Fiber Optic Products, TX & RX

ALTRONICS

Power Supply

MOTOROLA

Canopy SM & AP 5.2Ghz/5.7Ghz

Number of years in the industry:

31 years

**KEY PERSON FOR:**

- 29 Audio/Video Specialist
- 48 Project Manager with specific Security Systems credentials
- 49 Access Control Alarm Monitoring Systems - Installer
- 51 CCTV Specialist
- 57 Security Systems Implementation Specialist

RESUME

SALES EXECUTIVE

Bob Akins

Senior Sales Executive

Educational Background:

Associate of Arts

Lane Community College  
Eugene, OR

Motorola

MR Sales Associate  
Professional and Commercial Radio  
Sales Professional

Number of years in the industry:

20 years



RESUME

**Customer Service Manager**

Vickie L. Dubois

Customer Service  
Contracts  
Billing and Accounts Receivables

**Educational Background:**

Accounting and Business

Long Beach City College  
Long Beach, CA

ETA

Certified Customer Service  
Specialist

Number of years in the radio industry: 32 years

EXHIBIT B  
REQUIRED CAMERA  
PRICING

## EXHIBIT "C"

|  | qty.                  |
|--|-----------------------|
| 1. Records Bureau<br>12MP, 360 Camera  | 1                     |
| 2. Reproduction/Server Room<br>5MP, Compact Dome, 3.2mm<br>Drop Ceiling Mount  | 1<br>1                |
| 3. Main Hallway (West Side), 14. Main Hallway (Center), 15. Main Hallway (East)<br>5MP, Quad, 4X5MP, 3.3-5.7 mm, 30 Days Storage<br>Outdoor pendant mount adapter<br>Dome bubble and cover, for outdoor surface mount or pendant mount, clear.<br>Pendant NPT adapter<br>10' Aluminium mounting pipe | 1<br>1<br>1<br>1<br>1 |
| 4. Roll Call<br>12MP, 360 Camera   | 1                     |
| 5. Report Room<br>12MP, 360 Camera   | 1                     |
| 6. Rear Parking Lot (Above Sally Port)<br>5MP, Quad, 3X5MP, 3.3-5.7 mm, 30 Days Storage<br>Outdoor pendant mount adapter<br>Dome bubble and cover, for outdoor surface mount or pendant mount, clear.<br>Pendant wall arm adapter  | 1<br>1<br>1<br>1      |
| 7. First Street Gate Entrance<br>5MP, Bullet, 4.3-10.8mm<br>Weather Shield   | 1<br>1                |
| 8. North Side of Building facing First Street #1<br>5MP, Quad, 3X5MP, 3.3-5.7 mm, 30 Days Storage<br>Outdoor pendant mount adapter<br>Dome bubble and cover, for outdoor surface mount or pendant mount, clear.<br>Pendant wall arm adapter<br>Parapet Wall Mount                                    | 1<br>1<br>1<br>1<br>1 |
| 9. North Side of Building facing First Street #2<br>5MP, Quad, 3X5MP, 3.3-5.7 mm, 30 Days Storage<br>Outdoor pendant mount adapter<br>Dome bubble and cover, for outdoor surface mount or pendant mount, clear.<br>Pendant wall arm adapter<br>Parapet Wall Mount                                    | 1<br>1<br>1<br>1<br>1 |
| 10. North Side of Building facing First Street #3 & #4<br>5MP, Quad, 3X5MP, 3.3-5.7 mm, 30 Days Storage<br>Outdoor pendant mount adapter<br>Dome bubble and cover, for outdoor surface mount or pendant mount, clear.  | 1<br>1<br>1<br>1      |



EXHIBIT B  
REQUIRED CAMERA  
PRICING

Pendant wall arm adapter

|  |    |
|--|----|
| 11. West Side of Building Facing Detective Lot #1 & #2                       | 1  |
| 5MP, Quad, 3X5MP, 3.3-5.7 mm, 30 Days Storage                                | 1  |
| Outdoor pendant mount adapter  | 1  |
| Dome bubble and cover, for outdoor surface mount or pendant mount, clear     | 1  |
| Pendant wall arm adapter   |    |
| 12. Main Lobby #1, 20. Main Lobby #2   | 1  |
| 5MP, Quad, 4X5MP, 3.3-5.7 mm, 30 Days Storage                                | 1  |
| Outdoor pendant mount adapter  | 1  |
| Dome bubble and cover, for outdoor surface mount or pendant mount, clear     | 1  |
| Pendant NPT adapter  | 1  |
| 10' Aluminium mounting pipe  |    |
| 13. Detective Lobby  | 1  |
| 12MP, 360 Camera   |    |
| 16. Cross Hallway (South Side)   | 1  |
| 12MP, 360 Camera   |    |
| 17. Evidence Preparation Room  | 1  |
| 12MP, 360 Camera   |    |
| 18. Admin Hallway  | 1  |
| 5MP, Compact Dome, 3.2mm   | 1  |
| Drop Ceiling Mount   |    |
| 19. Admin Office Area  | 1  |
| 12MP, 360 Camera   |    |
| 21. Rear Entrance from Parking Lot, 22. Covered Patrol Vehicle Parking Area  | 1  |
| 5MP, Quad, 4X5MP, 3.3-5.7 mm, 30 Days Storage                                | 1  |
| Outdoor pendant mount adapter  | 1  |
| Dome bubble and cover, for outdoor surface mount or pendant mount, clear     | 1  |
| Pendant NPT adapter  | 1  |
| 10' Aluminium mounting pipe  |    |
| 23. Sally Port   | 1  |
| 5MP, Compact Dome, 3.2mm   | 1  |
| Drop Ceiling Mount   |    |
| 24. Emergency Operations Center  | 1  |
| 12MP, 360 Camera   |    |
| Cloud Connector  | 1  |
| Alta A750-32TB   | 75 |
| Alta Aware License 3 years   |    |
| Network Switch   | 1  |
| cnMatrix EX3028R-P, Intelligent Ethernet PoE Switch, 24x 1Gbit (12x PoE+ and | 2  |
| Common Removeable Power Supply (CRPS) for cnMatrix, AC - 1200W Total P       | 1  |

EXHIBIT B  
REQUIRED CAMERA

PRICING

AC Power Line Cord with C13 connector, 15A, 1.2m, US plug

UPS

1

UPS Kit - 12 Controllable Outlets | 2000 VA

Installation Materials

Cat6 Plenum, Connectors, Conduit, Boxes

\*\*Labor for Installation, Testing, and Training Included

**Total                    \$71,685.36**

EXHIBIT B  
ACCESS CONTROL  
PRICING

|  |                    |
|--|--------------------|
| 16-Door Smart Hub  | 2                  |
| Openpath Smart Reader                                    | 20                 |
| Openpath Access Card (pack of 10)                        | 10                 |
| Openpath Annual Subscription, 3-year, pack of 10         | 2                  |
| Access control printer                                   | 1                  |
| Access control DC power                                  | 1                  |
| Access control battery backup                            | 1                  |
| Electric door strike                                     | 20                 |
| Cat6 Riser cable   | 4                  |
| 22AWG 2 Conductors                                       | 4                  |
| **Labor for Installation, Testing, and Training Included |                    |
| <b>Total</b>   | <b>\$43,478.35</b> |

EXHIBIT B  
OPTIONAL CAMERAS  
PRICING

|  | qty |
|--|-----|
| 25. Corner Outdoor                           |     |
| 5MP, Quad, 3X5MP, 3.3-5.7 mm, 30 Days Stor   | 1   |
| Outdoor pendant mount adapter                | 1   |
| Dome bubble and cover, for outdoor surface m | 1   |
| Pendant wall arm adapter                     | 1   |
| Corner bracket                               | 1   |
| 26. Back South Site                          |     |
| 5MP, Quad, 3X5MP, 3.3-5.7 mm, 30 Days Stor   | 1   |
| Outdoor pendant mount adapter                | 1   |
| Dome bubble and cover, for outdoor surface m | 1   |
| Pendant wall arm adapter                     | 1   |
| 27. East Gate Parking Gate                   |     |
| 5MP, Bullet, 4.3-10.8mm                      | 1   |
| Weather Shield                               | 1   |
| 28. Fingerprint                              |     |
| 5MP, Compact Dome, 3.2mm                     | 1   |
| Drop Ceiling Mount                           | 1   |
| 29. Holding Cell                             |     |
| 5MP, Compact Dome, 3.2mm                     | 1   |
| Drop Ceiling Mount                           | 1   |
| 30. Jail Cells                               |     |
| 16-Channel Video Encoder                     | 1   |
| 2MP Hybrid HD Analog Box Camera (No Lens)    | 12  |
| CS-Mount 2.8-8mm Varifocal Lens with Long C  | 12  |
| Quad Cameras                                 |     |
| IR illuminator ring                          | 10  |

\*\*Labor for Installation, Testinig, and Training Included

**Total            18,188.17**

**Per RFP**

Camera System \$71,685.36

Access Control \$43,478.35

**Total \$115,163.71****Optional Cameras**

Jail Cameras \$18,188.17

**Grand Total \$133,351.88**

# AVIGILON™ AVA 360 CAMERA

Avigilon Alta Cloud Security



The AI-powered Avigilon Ava 360 Camera for Alta Aware provides 360° visibility, making it ideal for locations that require coverage in all directions. With a 12MP image sensor, IR illumination and HDR, the 360 Camera provides crisp, clear visibility even in challenging lighting conditions. On-camera storage and processing and cloud management minimize physical infrastructure, enabling plug and play configuration for fast deployments. Intelligent video and audio analytics help detect threats in real-time, and provide valuable insights to improve operations.



360° fisheye panoramic  
with IR



Built-in AI video and audio analytics  
and on-device storage



Versatile, robust and sleek, fit for both the harshest  
outdoor and discreet indoor setups



Factory-installed certificates backed by  
a trusted platform module (TPM)



12MP  
image sensor



NDAA-Compliant: designed and developed in Norway  
and the UK, manufactured in Taiwan



**MOTOROLA SOLUTIONS**





FEATURES

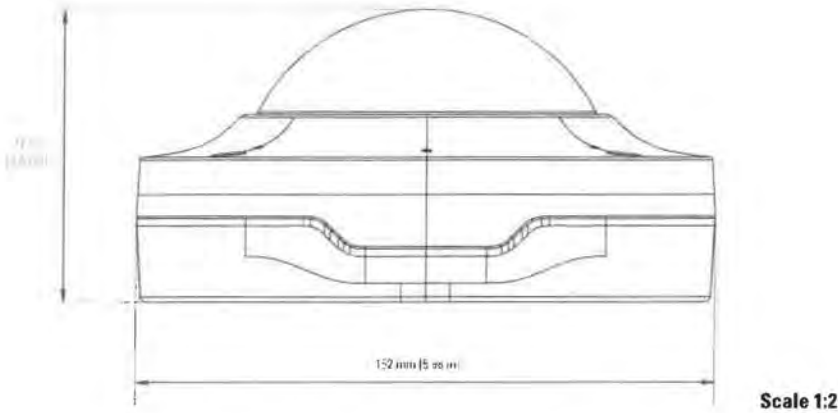
| IMAGE SENSOR                       |
|------------------------------------|
| 12MP                               |
| IMAGE SENSOR SIZE FORMAT           |
| 1/2.3"                             |
| LENS                               |
| Aperture: f/2.0                    |
| Fixed focus                        |
| Focus distance: 0.5m -             |
| IR NIGHT VISION                    |
| Automatic night mode               |
| IR-cut filter                      |
| IR range: 20m                      |
| 850 nm IR LED                      |
| MINIMUM ILLUMINATION IN COLOR MODE |
| 0.4lux                             |
| FIELD OF VIEW                      |
| 180                                |
| MAXIMUM RESOLUTION & FRAME RATE    |
| 3000x3000@30fps                    |
| DYNAMIC RANGE                      |
| Multi-exposure line-based HDR      |
| VIDEO COMPRESSION                  |
| H.264                              |
| Motion JPEG                        |
| AUDIO                              |
| Microphone array (4x microphones)  |
| AI audio event classification      |
| Audio source localization          |

| SECURITY  |
|---|
| Factory-installed certificates  |
| No default passwords  |
| Mandatory access authentication   |
| HTTPS/TLS encryption  |
| ONVIF   |
| ONVIF Compliance Profile S. Requires the camera to be set to ONVIF Mode. <a href="http://www.onvif.org">www.onvif.org</a> |
| NETWORK PROTOCOLS   |
| IPv4, HTTPS, TLS, DNS, mDNS, DNS-SD, NTP, RTSP, RTP, RTCP, ICMP, DHCP, ARP  |
| Streaming: RTP/UDP, RTP/RTSP/HTTPS/TCP  |
| POWER SOURCE  |
| PoE+ (802.3at Type 2)   |
| For installation only: USB-C (1.5A mode)  |
| POWER CONSUMPTION   |
| Typical: 5W   |
| Max without heater: 13W   |
| Max with heater: 23W  |
| STORAGE   |
| MicroSD   |
| SDXC UHS-I  |
| CONNECTION  |
| 802.3ab 10/100/1000 Gigabit Ethernet  |
| USB-C for preview and setup   |
| INSTALLATION AID  |
| Automatic wall and ceiling detection  |
| Flexible bracket, mounts to standard back boxes   |
| Refer to technical drawing  |

| IMPACT RESISTANCE   |
|---|
| IK10 (IEC/EN 62262)   |
| INGRESS PROTECTION  |
| IP66 (IEC/EN 60529)   |
| TEMPERATURE   |
| Operating: -40°C to +50°C   |
| Storage: -40°C to +60°C   |
| PHYSICAL CHARACTERISTICS  |
| Dimensions: 152x152x77mm  |
| Weight: 1.1 kg  |
| Body: Aluminum  |
| EMC   |
| EN 55032  |
| EN 61000-3-2/-3   |
| EN 55024  |
| EN 55035  |
| EN 61000-6-2/-4   |
| FCC Part 15B  |
| ICES-003 Issue 6  |
| SAFETY  |
| IEC60950-1  |
| IEC62368-1  |
| IEC60950-22   |
| UL/CSA60950-1   |
| UL/CSA 62368-1  |
| UL E164374  |
| NOM-019   |
| IEC62471 (IR LED)   |
| WARRANTY  |
| 10-year warranty with Alta Aware license or 3-year warranty without |

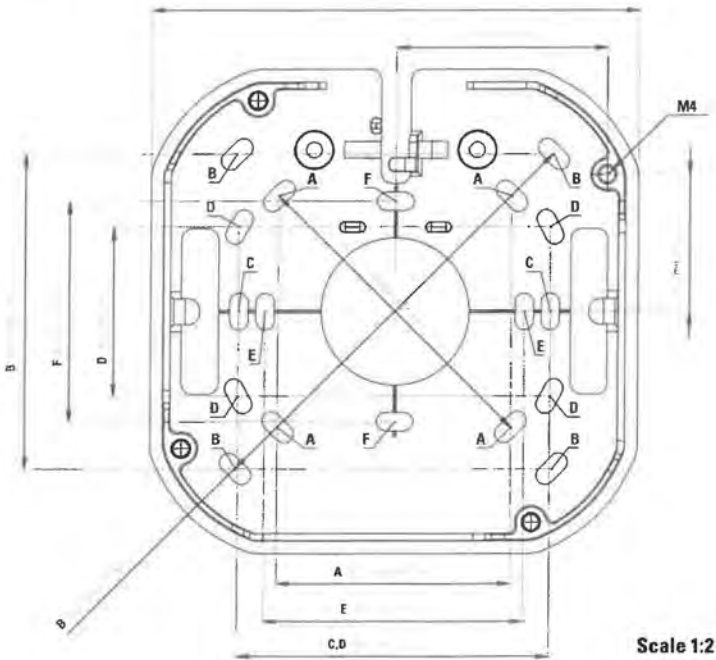
TECHNICAL DRAWINGS

Camera  
Side view



Mounting Bracket

Top view



| DESIGNATION      | DIMENSION (MM)                  | DIMENSION (INCH)               |
|------------------|---------------------------------|--------------------------------|
| A Octagon        | 62.9 x 62.9<br>(88.9 diagonal)  | 2.47 x 2.47<br>(3.50 diagonal) |
| B 4" Square Box  | 85.5 x 85.5<br>(120.9 diagonal) | 3.36 x 3.36<br>(4.76 diagonal) |
| C Single Gang    | 84.1                            | 3.31                           |
| D Double Gang    | 84.1 x 46                       | 3.31 x 1.81                    |
| E EU Ceiling Box | 70                              | 2.76                           |
| F EU Outlet Box  | 60                              | 2.36                           |



# ORDERING INFORMATION

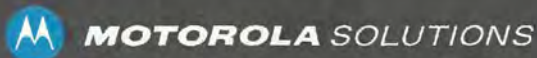
## AVIGILON AVA 360

| PRODUCT ID | RESOLUTION | DEPLOYMENT         | COLOR |
|------------|------------|--------------------|-------|
| 360-W-30   | 30 days    | Alta Aware Cloud   | White |
| 360-B-30   | 30 days    | Alta Aware Cloud   | Black |
| 360-W-60   | 60 days    | Alta Aware Cloud   | White |
| 360-B-60   | 60 days    | Alta Aware Cloud   | Black |
| 360-W      | No         | Alta Aware on-prem | White |
| 360-B      | No         | Alta Aware on-prem | Black |

## ACCESSORIES

| PRODUCT ID    | PRODUCT NAME                      | COLOR |
|---------------|-----------------------------------|-------|
| ACC-PEN-CAP-W | Avigilon Ava Pendant Mounting Cap | White |
| ACC-PEN-CAP-B | Avigilon Ava Pendant Mounting Cap | Black |
| ACC-MNT-ARM-W | Avigilon Ava Wall Mount Arm       | White |
| ACC-MNT-ARM-B | Avigilon Ava Wall Mount Arm       | Black |
| ACO-PEN-HEA   | Avigilon Ava Pendant Head         | White |
| ACO-PEN-PIP   | Avigilon Ava Pendant Pipe 40cm    | White |
| ACC-POL-BRA-W | Avigilon Ava Pole Bracket         | White |
| ACC-POL-BRA-B | Avigilon Ava Pole Bracket         | Black |
| ACC-CRN-BRA-W | Avigilon Ava Corner Bracket       | White |
| ACC-CRN-BRA-B | Avigilon Ava Corner Bracket       | Black |
| ACC-CON-A34-W | Avigilon Ava Conduit Adapter 3/4" | White |
| ACC-CON-A34-B | Avigilon Ava Conduit Adapter 3/4" | Black |

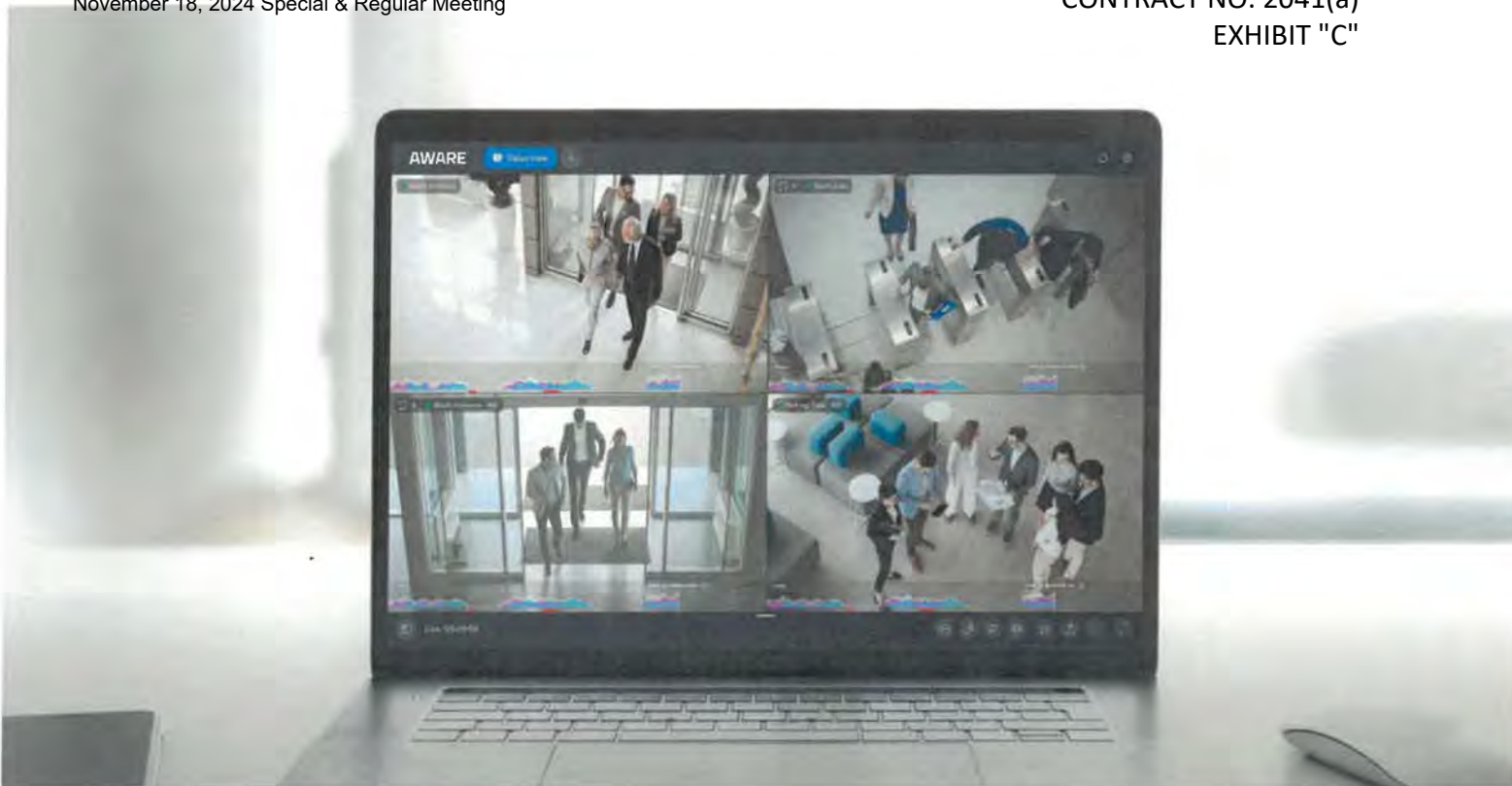
To learn more, visit:  
[www.avigilon.com](http://www.avigilon.com)



# AVIGILON™

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. [motorolasolutions.com](http://motorolasolutions.com)

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# AVIGILON<sup>TM</sup> ALTA AWARE



Open data platform



Smart Search by event, object, similarity



Map view with Smart Presence



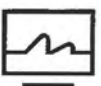
Rules, events, alarms



Video view with Spotlight anomaly detection



People and vehicle counting



Playback timeline with Smart Presence



Alta Aware mobile app (Android, iOS)



**MOTOROLA SOLUTIONS**

DATASHEET | AVIGILON ALTA AWARE



## Actionable intelligence made easy

Agile, scalable, secure and easy to use, Alta Aware is a powerful video management system equipped with integrated machine learning capabilities accessible in the cloud for Avigilon Alta cameras or third-party cameras using the Alta Cloud Connector. Alta Aware analyzes the video feeds from all your cameras in real-time, around the clock. It identifies objects and events and sends instant notifications and alarms based on rules and unusual activity detection. Alta Aware helps your team focus on what really matters.

### FEATURES

#### SYSTEM

- Unlimited cameras per site
- Unlimited Cloud Connectors per site
- Up to 200 cameras per Cloud Connector

#### DEVICE SUPPORT

- Avigilon Alta cameras
- Automatic device discovery
- Third-party IP cameras & encoders
- H.264 video compression
- MJPEG video compression
- JPEG2000 video compression

#### STREAMING

- Dynamic stream selection

#### SEARCH

- Search by similarity
- Search by physical characteristics
- Search by event
- Search by image
- Search across all video
- Face Search (US only, based on location)
- Playback timeline with embedded thumbnails
- Smart Presence

#### PERVASIVE VIDEO ANALYTICS

- Unusual event detection
- People counting
- Vehicle counting
- Forensic investigation
- Intrusion detection
- Real-time notifications and alerts
- Audio analytics
- Spotlight

#### SECURITY AND PRIVACY PROTECTION

- HTTPS camera connectivity
- SRTP support
- AES video encryption
- Digital watermarking against tampering
- RTSP over TLS

#### CLIENT

- Intuitive and powerful interface
- HTML5 web client and mobile app
- Saved views
- Interactive maps
- Multi-camera export

#### OTHER FEATURES

- Email event notification
- Rule triggers
- Self-learning video analytics event configuration
- Analytics configuration



# ORDERING INFORMATION

## ALTA AWARE

| PRODUCT FAMILY | PID        | PRODUCT DESCRIPTION  |
|----------------|------------|--|
| Alta Aware     | AWA-CLD-1Y | 1-year subscription per camera to Alta Aware. Real-time video-analytics. |
| Alta Aware     | AWA-CLD-3Y | 3-year subscription per camera to Alta Aware. Real-time video-analytics. |
| Alta Aware     | AWA-CLD-5Y | 5-year subscription per camera to Alta Aware. Real-time video-analytics. |

To learn more, visit:  
[www.avigilon.com](http://www.avigilon.com)



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. [motorolasolutions.com](http://motorolasolutions.com)  
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# AVIGILON™ ALTA CLOUD CONNECTOR

Avigilon Alta Cloud Security

## TRANSITION TO COST-EFFECTIVE CLOUD MANAGEMENT WITH SCALABLE REAL-TIME AI

The unique Avigilon Alta Cloud Connector enables easy integration of third-party devices with Alta Aware, allowing for a seamless transition to the cloud while leveraging existing camera deployment and connecting sensors for additional insights.

With the Cloud Connector, organizations can leverage the same real-time anomaly detection, proactive notifications and smart search capabilities across your entire deployment of cameras as with Alta Aware. Tap into the simplicity and flexibility of Avigilon Alta's intelligent video surveillance solutions to proactively safeguard your people, property and data.



## A500

A500 is a workstation appliance with 3 hard disks. Suitable for the smallest deployments or remote sites in distributed deployments.

- Up to 25 cameras supported
- Nvidia GeForce GPU
- SATA storage up to 24TB (raw), 16TB (net)
- 5-year warranty



## A750

A750 is a workstation appliance with 3 hard disks. Suitable for smaller deployments or remote sites in distributed deployments.

- Up to 50 cameras supported
- Nvidia GeForce GPU
- SATA storage up to 48TB (raw), 32TB (net)
- 5-year warranty



## A1000

A1000 is a workstation unit with 4 hard disks. Suitable for smaller deployments, or remote sites in distributed deployments.

- Up to 75 cameras supported
- Nvidia Quadro RTX GPU
- SATA storage up to 64TB (raw), 48TB (net)
- Flexible network options
- 5-year warranty



## A2000

A2000 is a 2U rack-mounted unit with 12 hard disks. Suitable for medium sized deployments, or as part of larger deployments.

- Up to 100 cameras supported
- Nvidia Quadro RTX GPU
- SATA storage up to 192TB (raw), 160TB (net)
- Flexible network options
- 5-year warranty



## A3000

A3000 is a 2U rack-mounted unit with 12 hard disks and 2 GPUs. Suitable for environments requiring the highest processing density.

- Up to 200 cameras supported
- 2 x Nvidia Quadro RTX GPU
- SATA storage up to 192TB (raw), 160TB (net)
- Flexible network options
- 5-year warranty





# ORDERING INFORMATION

## ALTA CLOUD CONNECTORS

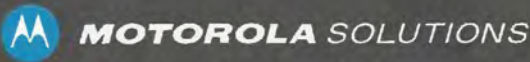
| PRODUCT NAME | PID              | PRODUCT DESCRIPTION   |
|--------------|------------------|---|
| A500         | APP-500-8-DG     | A500 with 8TB net storage and dual 1Gb Base-T network connection. Support for up to 25 cameras, 3 hard drives. Nvidia GeForce GPU, with Alta Aware VMS, standard support, 5-year warranty and power cables included.                                    |
| A500         | APP-500-16-DG    | A500 with 16TB net storage and dual 1Gb Base-T network connection. Support for up to 25 cameras, 3 hard drives. Nvidia GeForce GPU, with Alta Aware VMS, standard support, 5-year warranty and power cables included.                                   |
| A750         | APP-750-32-DG    | A750 with 32TB net storage and dual 1Gb Base-T network connection. Support for up to 50 cameras, 3 hard drives. Nvidia GeForce GPU, with Alta Aware VMS, standard support, 5-year warranty and power cables included.                                   |
| A1000        | APP-1000-24-DG   | A1000 with 24TB net storage and dual 1Gb Base-T network connection. Support for up to 75 cameras, 4 hard drives. Nvidia Quadro RTX GPU, with Alta Aware VMS, standard support, 5-year warranty and power cables included.                               |
| A1000        | APP-1000-48-BT   | A1000 with 48TB net storage and dual 10Gb Base-T and single 1Gb Base-T network connection. Support for up to 75 cameras, 4 hard drives. Nvidia Quadro RTX GPU, with Alta Aware VMS, standard support, 5-year warranty and power cables included.        |
| Rack         | APP-RCK-1000     | Mounting rack for A1000 with rail bracket and ready rails, including one C13-C14 power cable.   |
| A2000        | APP-2000-80-BT   | A2000 with 80TB net storage and dual 10Gb Base-T and 4x1Gb Base-T network connection. Support for up to 100 cameras, 2U rack mounted, 12 hard drives. Nvidia Quadro RTX GPU, with Alta Aware VMS, standard support and 5-year warranty included.        |
| A2000        | APP-2000-160-BT  | A2000 with 160TB net storage and dual 10Gb Base-T and 4x1Gb Base-T network connection. Support for up to 100 cameras, 2U rack mounted, 12 hard drives. Nvidia Quadro RTX GPU, with Alta Aware VMS, standard support and 5-year warranty included.       |
| A2000        | APP-2000-80-SFP  | A2000 with 80TB net storage and dual 10Gb SFP+ and 4x1Gb Base-T network connection. Support for up to 100 cameras, 2U rack mounted, 12 hard drives. Nvidia Quadro RTX GPU, with Alta Aware VMS, standard support and 5-year warranty included.          |
| A2000        | APP-2000-160-SFP | A2000 with 160TB net storage and dual 10Gb SFP+ and 4x1Gb Base-T network connection. Support for up to 100 cameras, 2U rack mounted, 12 hard drives. Nvidia Quadro RTX GPU, with Alta Aware VMS, standard support and 5-year warranty included.         |
| A3000        | APP-3000-80-BT   | A3000 with 80TB net storage and dual 10Gb Base-T and 4x1Gb Base-T network connection. Support for up to 200 cameras, 2U rack mounted, 12 hard drives, dual Nvidia Quadro RTX GPUs, with Alta Aware VMS, standard support and 5-year warranty included.  |
| A3000        | APP-3000-160-BT  | A3000 with 160TB net storage and dual 10Gb Base-T and 4x1Gb Base-T network connection. Support for up to 200 cameras, 2U rack mounted, 12 hard drives, dual Nvidia Quadro RTX GPUs, with Alta Aware VMS, standard support and 5-year warranty included. |
| A3000        | APP-3000-80-SFP  | A3000 with 80TB net storage and dual 10Gb SFP+ and 4x1Gb Base-T network connection. Support for up to 200 cameras, 2U rack mounted, 12 hard drives, dual Nvidia Quadro RTX GPUs, with Alta Aware VMS, standard support and 5-year warranty included.    |
| A3000        | APP-3000-160-SFP | A3000 with 160TB net storage and dual 10Gb SFP+ and 4x1Gb Base-T network connection. Support for up to 200 cameras, 2U rack mounted, 12 hard drives, dual Nvidia Quadro RTX GPUs, with Alta Aware VMS, standard support and 5-year warranty included.   |

# ORDERING INFORMATION

## ALTA CLOUD CONNECTOR

| PRODUCT NAME       | PID           | PRODUCT DESCRIPTION            |
|--------------------|---------------|--------------------------------|
| Power cables       | AACC-PWC-UKS  | Single UK power cable          |
| Power cables       | AACC-PWC-USS  | Single US power cable          |
| Power cables       | AACC-PWC-EUS  | Single EU power cable.         |
| Power cables       | AACC-PWC-IECS | Single IEC C13-C14 power cable |
| Replacement drives | AACC-DRV-04TB | Replacement Drive 4TB          |
| Replacement drives | AACC-DRV-08TB | Replacement Drive 8TB          |
| Replacement drives | AACC-DRV-12TB | Replacement Drive 12TB         |
| Replacement drives | AACC-DRV-16TB | Replacement Drive 16TB         |
| Replacement drives | AACC-DRV-20TB | Replacement Drive 20TB         |

To learn more, visit:  
[www.avigilon.com](http://www.avigilon.com)



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# AVIGILON AVA DOME CAMERA

Avigilon Alta Cloud Security

The AI-powered Avigilon Ava Dome Camera for Alta Aware provides versatile, robust security in indoor and outdoor environments. With up to 4K resolution, remote zoom and focus, HDR and IR illumination, the Dome security camera provides crisp, clear images even in challenging lighting conditions. On-camera storage and processing and cloud management minimize physical infrastructure, enabling plug and play configuration for fast deployments. Intelligent video and audio analytics help detect threats in real-time, and provide valuable insights to improve operations.



Fixed IR dome with motorized zoom and focus



Built-in AI video and audio analytics and on-device storage



Versatile, robust and sleek, fit for both the harshest outdoor and discreet indoor setups



Factory-installed certificates backed by a trusted platform module (TPM)



Dynamic resolution up to 4K



NDAA-Compliant: designed and developed in Norway and the UK, manufactured in Taiwan



**MOTOROLA SOLUTIONS**



FEATURES

IMAGE SENSOR

8MP (4K) or 5MP

IMAGE SENSOR SIZE FORMAT

1/1.8"

LENS

Focal length: 3.6-10mm

Aperture: f/1.5 f/2.8

Remote zoom and focus

P-iris

IR NIGHT VISION

Automatic night mode

IR-cut filter

IR range: 30m

850 nm IR LED

MINIMUM ILLUMINATION IN COLOR MODE

0.15lux

FIELD OF VIEW

100° -45° horizontal

53° -25° vertical

MAXIMUM RESOLUTION & FRAME RATE 8MP

3840x2160@30fps

MAXIMUM RESOLUTION & FRAME RATE 5MP

3072x1728@30fps

DYNAMIC RANGE

Multi-exposure line-based HDR

VIDEO COMPRESSION

H.264

Motion JPEG

AUDIO

Microphone array (4x microphones)

AI audio event classification

Audio source localization

SECURITY

Factory-installed certificates

No default passwords

Mandatory access authentication

HTTPS/TLS encryption

ONVIF

ONVIF® compliance Profile S. Requires the camera to be set to ONVIF Mode. ([www.onvif.org](http://www.onvif.org))

NETWORK PROTOCOLS

IPv4, HTTPS, TLS, DNS, mDNS, DNS-SD, NTP, RTSP, RTP, RTCP, ICMP, DHCP, ARP

Streaming: RTP/UDP, RTP/RTSP/HTTPS/TCP

POWER SOURCE

PoE+ (802.3at Type 2)

For installation only. USB-C (1.5A mode)

POWER CONSUMPTION

Typical: 5W

Max without heater: 13W

Max with heater: 23W

STORAGE

MicroSD

SDXC UHS-I

CONNECTION

802.3ab 10/100/1000 Gigabit Ethernet

USB-C for preview and setup

INSTALLATION AID

Electronic leveler

Flexible bracket mounts to standard back boxes  
Refer to technical drawing

ADJUSTMENT RANGE

Pan

Tilt

Azimuth

IMPACT RESISTANCE

IK10 (IEC/EN 62262)

INGRESS PROTECTION

IP66 (IEC/EN 60529)

TEMPERATURE

Operating: -40°C to +50°C

Storage: -40°C to +60°C

PHYSICAL CHARACTERISTICS

Dimensions: 152x152x96mm

Weight: 1.2 kg

Body: Aluminum

EMC

EN 55032

EN 61000-3-2/-3

EN 55024

EN 55035

EN 61000-6-1/-3

EN 61000-6-2/-4

FCC Part 15B

ICES-003 Issue 6

SAFETY

IEC60950-1

IEC62368-1

IEC60950-22

UL/CSA60950-1

UL/CSA 62368-1

UL E164374

NOM-019

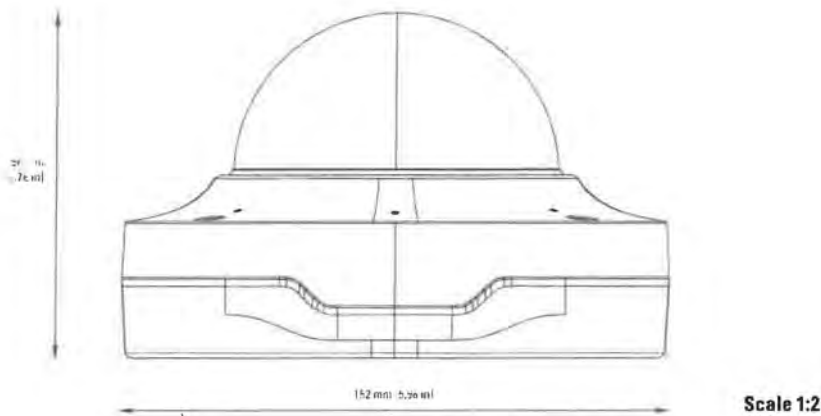
IEC62471 (IR LED)

WARRANTY

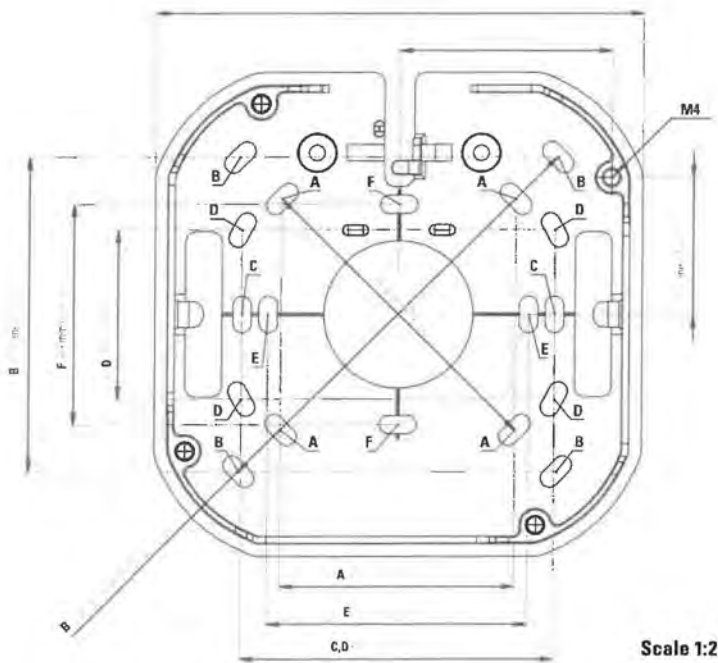
10-year warranty with Alta Aware license or 3-year warranty without

TECHNICAL DRAWINGS

Camera  
Side view



Mounting Bracket  
Top view



| DESIGNATION      | DIMENSION (MM)                  | DIMENSION (INCH)               |
|------------------|---------------------------------|--------------------------------|
| A Octagon        | 62.9 x 62.9<br>(82.5 diagonal)  | 2.47 x 2.47<br>(3.25 diagonal) |
| B 4" Square Box  | 85.5 x 85.5<br>(120.9 diagonal) | 3.36 x 3.36<br>(4.76 diagonal) |
| C Single Gang    | 84.1                            | 3.31                           |
| D Double Gang    | 84.1 x 46                       | 3.31 x 1.81                    |
| E EU Ceiling Box | 70                              | 2.76                           |
| F EU Outlet Box  | 60                              | 2.36                           |



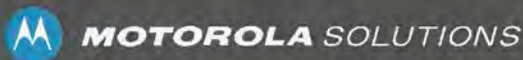
# ORDERING INFORMATION

## AVIGILON AVA DOME

| PRODUCT ID     | RESOLUTION | ONBOARD RETENTION | DEPLOYMENT         | COLOR |
|----------------|------------|-------------------|--------------------|-------|
| DOME-W-5MP-30  | 5MP        | 30 days           | Alta Aware Cloud   | White |
| DOME-B-5MP-30  | 5MP        | 30 days           | Alta Aware Cloud   | Black |
| DOME-W-5MP-60  | 5MP        | 60 days           | Alta Aware Cloud   | White |
| DOME-B-5MP-60  | 5MP        | 60 days           | Alta Aware Cloud   | Black |
| DOME-W-5MP-120 | 5MP        | 120 days          | Alta Aware Cloud   | White |
| DOME-B-5MP-120 | 5MP        | 120 days          | Alta Aware Cloud   | Black |
| DOME-W-4K-30   | 4K         | 30 days           | Alta Aware Cloud   | White |
| DOME-B-4K-30   | 4K         | 30 days           | Alta Aware Cloud   | Black |
| DOME-W-4K-60   | 4K         | 60 days           | Alta Aware Cloud   | White |
| DOME-B-4K-60   | 4K         | 60 days           | Alta Aware Cloud   | Black |
| DOME-W-5MP     | 5MP        | No                | Alta Aware on-prem | White |
| DOME-B-5MP     | 5MP        | No                | Alta Aware on-prem | Black |
| DOME-W         | 4K         | No                | Alta Aware on-prem | White |
| DOME-B         | 4K         | No                | Alta Aware on-prem | Black |

## ACCESSORIES

| PRODUCT ID    | PRODUCT NAME                      | COLOR |
|---------------|-----------------------------------|-------|
| ACC-PEN-CAP-W | Avigilon Ava Pendant Mounting Cap | White |
| ACC-PEN-CAP-B | Avigilon Ava Pendant Mounting Cap | Black |
| ACC-MNT-ARM-W | Avigilon Ava Wall Mount Arm       | White |
| ACC-MNT-ARM-B | Avigilon Ava Wall Mount Arm       | Black |
| ACC-PEN-HEA   | Avigilon Ava Pendant Head         | White |
| ACC-PEN-PIP   | Avigilon Ava Pendant Pipe 40cm    | White |
| ACC-POL-BRA-W | Avigilon Ava Pole Bracket         | White |
| ACC-POL-BRA-B | Avigilon Ava Pole Bracket         | Black |
| ACC-CRN-BRA-W | Avigilon Ava Corner Bracket       | White |
| ACC-CRN-BRA-B | Avigilon Ava Corner Bracket       | Black |
| ACC-CON-A34-W | Avigilon Ava Conduit Adapter 3/4" | White |
| ACC-CON-A34-B | Avigilon Ava Conduit Adapter 3/4" | Black |



# AVIGILON

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Datasheet

OP-RKP-STND

OP-RKP-MULL

# AVIGILON<sup>™</sup>

## Smart Keypad Readers

Expandable access control for the modern workplace



The Avigilon Smart Keypad Readers revolutionize PIN code access. Available in a Standard and Mullion form factor, Avigilon Smart Keypad Readers are designed for ease of use for both credentialed users and visitors. Built to last, the durable, capacitive touch keypad prevents spoofing, and the multi-technology, cloud-based device allows remote unlock and PIN-activated lockdown. Avigilon Smart Keypad Readers work seamlessly with the cloud-native Avigilon Alta Access providing visibility and management from anywhere.



### Streamlined installation

Sleek form factor is easy to mount and install with standard electric wiring. Flexible mounting options to suit a variety of deployment needs, indoors and out.



### Fast, reliable mobile unlocks

Patented Triple Unlock with Bluetooth, WiFi and cellular data ensures reliable unlocks, with mobile credential options like Wave to Unlock, and mobile or watch app.



### Flexible access options

Built-in keypad for multi-factor authentication with a PIN combined with any number of credentials, including mobile, high-frequency and low-frequency keycards, fobs, and Cloud Key. Or, use the keypad to provide PIN code access for guests.



### Protected and fail safe

Tamper resistant, and designed to withstand power failures and internet outages. Readers store no data, and encrypted end-to-end communication and strong public-key cryptography to keep everything protected.



### Easy management and monitoring

Software runs in the cloud for easy, secure access and remote monitoring, without the need for local servers. Built-in diagnostics and real-time troubleshooting insights streamline management.

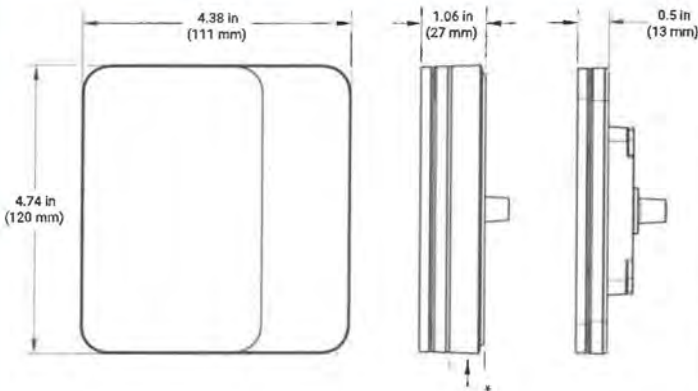
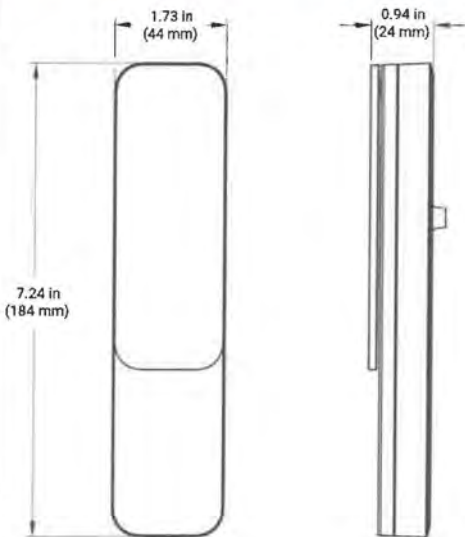


### Lifetime limited warranty

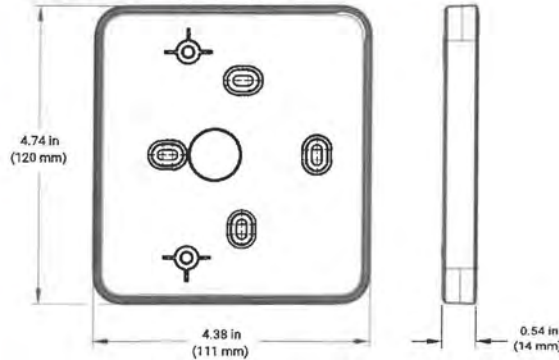
Ensure peace of mind, knowing that Avigilon stands behind its access control hardware with a lifetime limited warranty, guaranteeing the quality of your security solution.



Specifications

| COMPATIBILITY  |   |   |
|--|---|---|
| Mobile Credential  | Bluetooth LE<br>NFC (Android only)<br>Auto Proximity Unlock<br>Wave to Unlock   |   |
|  | Supported on iOS and Android™ compatible devices  |   |
| High-Frequency (13.56 MHz) Card and Fob*   | Avigilon DESFire® EV3 Smart Card and Fob<br>MIFARE Classic, DESFire, Ultralight (ISO14443A) CSN   |   |
| Low-Frequency (125 kHz) Card and Fob   | Avigilon Proximity Card and Fob<br>HID® Proximity™, ProxCARD®, LenelProx®   |   |
| *The discontinued Avigilon MIFARE Classic 1K Fob, and Openpath EV1 and EV2 cards, are still compatible. The EV3-A card is still referred to as the Openpath DESFire EV3 Smart Card.<br>OS is a trademark of Apple Inc. Android is a trademark of Google LLC. |   |   |
| GENERAL  |   |   |
| LED Indicators   | Reader power on or off, user access granted or denied, entry or door locked or unlocked, provisioning and connection status to access control system                                    |   |
| Wiring   | RS-485 to connect to Avigilon expansion boards and Wiegand inputs for third-party devices<br>Pigtail Length: 12 in (305 mm)<br>Encryption to access control cloud service uses TLS 1.2+ |   |
| Power  | 0.25A @ 12VDC<br>0.12A @ 24VDC  |   |
| DIMENSIONS   |   |   |
|  | OP-RKP-STND   | OP-RKP-MULL   |
| Device Only  | With surface mount bracket*   |   |
|  |   |  |



| DIMENSIONS                                  |   | OP-RKP-STND       | OP-RKP-MULL |
|---|---|-------------------|-------------|
| Included Surface Bracket                    | Surface mount on wall using the bracket and one of these options: <ul style="list-style-type: none"><li>• Drywall</li><li>• EU or UK single gang box</li></ul>    | None              |             |
| Weight                                      | 0.685 lbs (311 g)   | 0.475 lbs (215 g) |             |
| ENVIRONMENTAL                               |   |                   |             |
| Temperature                                 | Operating Temperature: -30°C (-22°F) to 60°C (140°F)  |                   |             |
| Humidity                                    | Operating Humidity: 5% to 85% relative, non-condensing  |                   |             |
| IP Rating                                   | Indoor and Outdoor: IP65 (IEC 60529)  |                   |             |
| Operating temperature must not be exceeded. |   |                   |             |
| REGULATORY                                  |   |                   |             |
| Certifications                              | FCC (United States), IC (Canada), CE (Europe), UKCA (United Kingdom), NOM (Mexico), BIS (India), RCM (Australia, New Zealand), ANATEL (Brazil), UL 294*, RoHS, CAN/ULC 60839-11-1<br>*Performance Levels: Attack Level I, Endurance Level I, Line Security Level I, Standby Power Level I |                   |             |
| Compliance                                  | NDAA, TAA   |                   |             |
| WARRANTY                                    |   |                   |             |
| Avigilon Alta Access Warranty               | Lifetime limited; for more information, visit <a href="https://www.avigilon.com/support/warranty">avigilon.com/support/warranty</a>   |                   |             |



## Ordering Information

| PART NUMBER | DESCRIPTION   |
|-------------|---|
| OP-RKP-MULL | Avigilon Smart Keypad Reader - Mullion Form Factor - Black  |
| OP-RKP-STND | Avigilon Smart Keypad Reader - Standard Form Factor - Black |

## Support

For product support, visit: [avigilon.com](https://www.avigilon.com) or [sales@avigilon.com](mailto:sales@avigilon.com)

To learn more, visit:

[avigilon.com/access-control/keypad-reader-standard](https://www.avigilon.com/access-control/keypad-reader-standard) and [avigilon.com/access-control/keypad-reader-mullion](https://www.avigilon.com/access-control/keypad-reader-mullion)



# AVIGILON

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20240919-en



# Alta H5A Multisensor Camera

9 MP

12 MP

15 MP

20 MP

24 MP

32 MP

10-YEAR WARRANTY

See around corners, through intersections or across parking lots with a single camera. Arrange three or four sensors for crisp 180, 270 or 360-degree views in any direction, with one install cable. The cloud-native H5A Multisensor for Avigilon Alta Aware combines visibility, image quality and ease of use with zero compromises, so you can secure any area over the cloud.



## Features



### Exceptional Image Quality

Varifocal lenses with up to 8MP resolution provide crisp clear images with the details you need. IR up to 98ft and HDR provide reliable video in all light and weather conditions.



### Easy Installation

The H5A Multisensor is a single cable install with up to 4 unique views, for a plug-and-play camera that is up and running in minutes. Scan the camera QR code to onboard to Aware quickly.



### Open Platform

Integrate the business tools you use day in, day out for extra intelligence. Alta Aware VMS uses an open API architecture, so you can link third-party hardware like cameras, sensors and speakers. The Alta H5A is also ONVIF® conformant to work with third-party systems.



### Highly Customizable

With 3 or 4 adjustable sensors for up to a 360-degree field of view and a range of mounting options, the H5A provides you the perfect shot, wherever you install it.



### Smarter, Faster Responses

Get alerted in real-time about events in all directions, with AI-powered analytics on each sensor. The H5A works in sync with Alta Aware to notify you of events with people, vehicles and anomalies, to help improve security.



### Reliable and Resilient

IK10, IP66/67, NEMA Type 4X and TS2 ratings protect against impact, water, windblown dust and a degree of corrosion. 10 year warranty and security in the camera and the cloud help ensure your system is protected.

ONVIF is a trademark of Onvif, Inc.



**MOTOROLA SOLUTIONS**

**AVIGILON**

# Specifications

| Image Performance  |         | 3.0 MP  | 5.0 MP             | 4K (8.0 MP)   |
|--|---------|---|--------------------|---|
| Image Sensor   |         | 1/2.8" CMOS   |                    | 1/2.8" CMOS   |
| Active Pixels  |         | 2048 (H) x 1536 (V) (4:3)   | 2592 x 1944 (4:3)  | 3840 x 2160 (16:9)  |
| 3 x Image Sensor, Max Resolution                                 |         | 6144 (H) x 1536 (V) (4:3)   | 7776 x 1944 (4:3)  | 11520 x 2160 (16:9)   |
| 4 x Image Sensor, Max Resolution                                 |         | 8192 (H) x 1536 (V) (4:3)   | 10368 x 1944 (4:3) | 15360 x 2160 (16:9)   |
| Sensor Aspect Ratio  |         | 4:3   | 4:3                | 16:9  |
| IR Illumination - Optional (high power 850 nm LEDs) <sup>1</sup> |         | 30 m (98 ft) maximum distance at 0 lux when camera is mounted at 4 m (13 ft) off the ground           |                    |   |
| Minimum Illumination   |         | 0.020 lux (F1.5) in color mode<br>0.018 lux (F1.5) in mono mode<br>0 lux with optional IR illuminator |                    | 0.020 lux (F1.5) in color mode<br>0.016 lux (F1.5) in mono mode<br>0 lux with optional IR illuminator |
| Dynamic Range  | HDR On  | 120 dB, true HDR, dual exposure   |                    |   |
|  | HDR Off | 80 dB   |                    |   |
| 3D Noise Reduction Filter  |         | Supported   |                    |   |
| Maximum Frame Rate 60 Hz / 50 Hz                                 |         | 30 / 25 fps   | 24 / 25 fps        | 17 / 16 fps   |

<sup>1</sup> The IR intensity is based on supplied PoE power.

| Image Control              |                    |
|----------------------------|--------------------|
| Image Compression Method   | H.264, Motion JPEG |
| Electronic Shutter Control | Automatic          |
| Iris Control               | Fixed              |
| Day/Night Control          | Automatic          |
| Flicker Control            | 60 Hz, 50 Hz       |
| White Balance              | Automatic          |
| Privacy Zones              | Up to 64 zones     |

| Lens (per image sensor)                                 | 3.0 MP                            | 5.0 MP | 4K (8.0 MP)       |
|---|-----------------------------------|--------|-------------------|
| Focal Length  | 3.3-5.7 mm                        |        |                   |
| Lens and Horizontal Field of View Based on Aspect Ratio | 53° - 99° (4:3)                   |        | 58° - 106° (16:9) |
| Lens and Vertical Field of View Based on Aspect Ratio   | 39° - 69° (4:3)                   |        | 32° - 55° (16:9)  |
| Aperture Range  | F1.5 - F1.9                       |        |                   |
| Control   | Fixed Iris, Remote Focus and Zoom |        |                   |

| Network                |  |
|------------------------|--|
| Network                | Gigabit Ethernet, 100BASE-TX, 1000BASE-TX  |
| Cabling Type           | CAT5E  |
| Connector              | RJ-45  |
| ONVIF <sup>1</sup>     | ONVIF® compliance Profile S, T, M, and G ( <a href="http://www.onvif.org">www.onvif.org</a> )    |
| Security               | Password protection, HTTPS encryption, signed and encrypted firmware                             |
| Protocol               | IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMPv3, ICMP, DHCP, Zeroconf, HSTS |
| Streaming Protocols    | WebRTC, RTP/RTSP/UDP, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP                        |
| Platform Compatibility | Avigilon Alta Aware, Avigilon Unity ACC <sup>1</sup> , 3rd party VMS <sup>1</sup>                |

<sup>1</sup> Requires the camera to be running Avigilon Unity firmware.



| Auxiliary I/O                      |                             |
|------------------------------------|-----------------------------|
| Audio Compression Method           | G.711 PCM 8 kHz, Opus       |
| Audio Input/Output <sup>1</sup>    | Line level input and output |
| External I/O Terminal <sup>2</sup> | Alarm In, Alarm Out         |

<sup>1</sup> Audio output is not currently supported.<sup>2</sup> Not currently supported.

| Electrical        | In-Ceiling  | Surface Mount   | Pendant Mount   |
|-------------------|---|---|---|
| Power Consumption | 26 W with 24 VDC<br>37 VA with 24 VAC<br>25.5 W with IEEE 802.3at Type 2 (PoE+)         | With IR:<br>52 W with 24 VDC<br>74 VA with 24 VAC<br>51 W with high power PoE (PoE++)<br><br>Without IR:<br>26 W with 24 VDC<br>37 VA with 24 VAC<br>25.5 W with IEEE 802.3at Type 2 (PoE+) | With IR:<br>52 W with 24 VDC<br>74 VA with 24 VAC<br>51 W with high power PoE (PoE++)<br><br>Without IR:<br>26 W with 24 VDC<br>37 VA with 24 VAC<br>25.5 W with IEEE 802.3at Type 2 (PoE+) |
| External Power    | 24 VDC ± 10 %; 24 VAC rms ± 10 %, 50 or 60 Hz   |   |   |
| PoE <sup>1</sup>  | 30 W IEEE 802.3at Type 2 (PoE+)   | With IR: 60 W (PoE++); IEEE 802.3bt Type 3, Cisco® UPoE or legacy high-power PoE*<br>Up to 35% IR Power or without IR: 30 W IEEE 802.3at Type 2 (PoE+)                                      |   |
| Redundant Power   | Seamless failover between PoE and Aux and back without interruption in camera operation |   |   |

<sup>1</sup> Supported high power PoE products are listed in the **Optional Injectors and Switches** Section and may require adjusting the PoE mode switch. Contact sales or technical support for more information.

| Mechanical                   | In-Ceiling   | Surface Mount  | Pendant Mount  |
|------------------------------|--|--|--|
| Dimension                    | Overall:<br>298 mm x 161 mm<br>(11.75" x 6.33")<br><br>Below mounting surface:<br>298 mm x 64 mm<br>(11.75" x 2.52") | 304 mm x 114 mm<br>(11.95" x 4.48")  | With wall arm: 385 mm x 262 mm x 299 mm (15.15" x 10.30" x 11.77")<br><br>With NPT adapter: 299 mm x 248 mm (11.77" x 9.76")   |
| Weight                       | Mount: 1100 g (2.4 lbs)<br>Bezel: 490 g (1.1 lbs)<br>Camera Module (4 lenses): 1590 g (3.5 lbs)                      | Mount: 950 g (2.1 lbs)<br>Bezel: 1250 g (2.8 lbs)<br>Camera Module (4 lenses): 1590 g (3.5 lbs)<br>Optional IR Illuminator Ring: 670 g (1.5 lbs) | Wall Mount: 1190 g (2.6 lbs)<br>NPT Adapter Mount: 470 g (1.04 lbs)<br>Pendant: 1680 g (3.7 lbs)<br>Bezel: 1250 g (2.8 lbs)<br>Camera Module (4 lenses): 1590 g (3.5 lbs)<br>Optional IR Illuminator Ring: 670 g (1.5 lbs) |
| Body                         | Aluminum, Plastic dome trim  | Aluminum   | Aluminum   |
| Finish                       | Plastic, Injection Molded, Pantone 427C  | Cast, Anodized and Powder Coated, Pantone 427C   | Cast, Anodized and Powder Coated, Pantone 427C   |
| Optional IR Illuminator Ring | Not available  | Optional accessory, 30 m (98 ft) IR range  |  |

| Environmental            | In-Ceiling                          | Surface Mount   | Pendant Mount                       |
|--------------------------|-------------------------------------|---|-------------------------------------|
| Operating Temperature    | -10 °C to +50 °C (14 °F to 122 °F)  |   | -40 °C to +60 °C (-40 °F to 140 °F) |
| Storage Temperature      | -30 °C to +70 °C (-22 °F to 158 °F) |   |                                     |
| Humidity                 | 0 - 95% non-condensing              |   |                                     |
| IR Illumination Behavior | Not available                       | The IR illuminator will operate at 100% power from -40 °C to 44 °C (-40 °F to 111 °F). The IR power will reduce to 60% from 44 °C to 53 °C (111 °F to 127 °F). The IR illuminator will turn off when the temperature is greater than 53 °C (127 °F). Hysteresis: 6 °C (10.8 °F).<br><br>For 25.5 W PoE+, the IR illuminator will operate at only 35% power and will turn off if the temperature is below -26 °C (-15 °F). |                                     |



| Per Sensor |  |
|------------|--|
| Tilt       | +7° to 96° from horizon                          |
| Pan        | +/-120° (depending on position of image sensors) |
| Azimuth    | +/-180°  |

| Certifications                      | In-Ceiling  | Surface Mount  | Pendant Mount |
|-------------------------------------|---|--|---------------|
| Certifications/Approvals            | UL, cUL, CE, ROHS, RCM, BIS, UKCA, NOM, KC  |  |               |
| Safety Standards                    | UL 62368-1, CSA 62368-1, IEC/EN 62368-1   |  |               |
|                                     | UL 2043 (Plenum)  | IEC/EN 62471   |               |
| Environmental Standards/Ratings     | IEC 60529 IP5X rating (dust only)   | IEC 60529 IP66, IP67 rating<br>IEC/EN 62262 Impact (IK 10)<br>IEC/EN 60068-2-6 Product Vibration<br>IEC/EN 60068-2-27 Product Shock<br>Type 4X |               |
| Electromagnetic Emissions Standards | FCC Part 15 Subpart B (Class A)<br>ICES-003 (Class A)<br>EN 55032 (Class A)<br>EN 61000-3-2<br>EN 61000-3-3 |  |               |
| Electromagnetic Immunity Standards  | EN 55035<br>EN 61000-6-1<br>EN 50121-4<br>EN 50130-4  |  |               |
| NEMA TS2                            | Not applicable  | NEMA TS2 paragraph 2.2.7 - 2.2.9   |               |

| Analytic Rules Supported      |  |
|-------------------------------|--|
| Objects in Area               | Rule triggered when an object of the selected type and attributes is detected in the region of interest.                             |
| Object Loitering              | Rule triggered when an object of the selected type and attributes loiters in the selected area for the selected period of time.      |
| Objects Crossing Line         | Rule triggered when an object of the selected type and attributes crosses the line. The line can be unidirectional or bidirectional. |
| Object Counting               | Rule triggered when the count of objects of the selected type either exceeds or is less than the selected threshold.                 |
| Object Line Crossing Counting | Rule triggered when the specific number of objects of the selected type either cross a line to enter or leave an area.               |
| License Plate Detection       | Requires additional license.   |
| Audio <sup>1</sup>            | Rule triggered when audio of one of the specified types is detected.   |

<sup>1</sup> Audio analytics requires the addition of a microphone via the line level input.

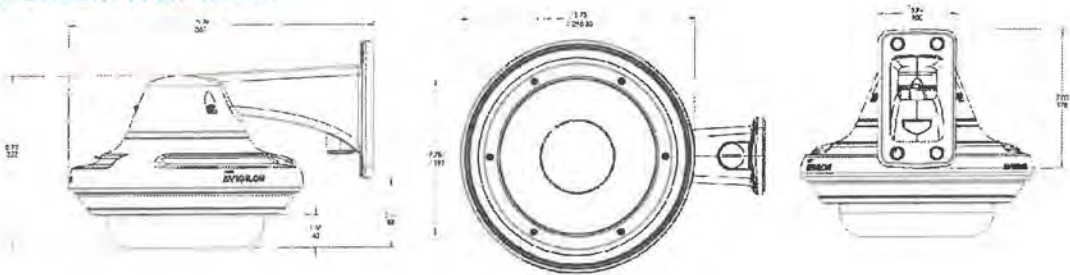
| Detected Attributes |  |
|---------------------|--|
| Object Attributes   | Vehicle, sub-types:<br>Small/Medium Vehicles (sedan, SUV, pickup truck, etc.),<br>Large Vehicles (bus, truck),<br>Two-wheeled Vehicles (bicycle, motorcycle),<br>Unclassified Vehicles |
|                     | Person   |
|                     | Color (people's clothing, top and bottom, and vehicles)  |
|                     | Face (US only, based on location)  |

| Supported Audio Events <sup>1</sup> |   |
|-------------------------------------|---|
| Audio Events                        | Glass breaking, Loud Noise, Gun Shot, Screaming, Smoke Alarm, Car Alarm, Ultrasound Panic Alarm, Dog Barking, Tire Screeching |

<sup>1</sup> Audio analytics requires the addition of a microphone via the line level input.

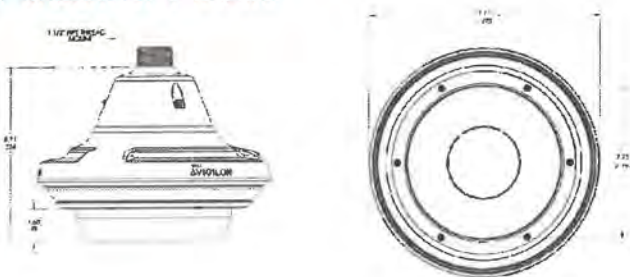
# Outline Dimensions

## Pendant Wall Mount

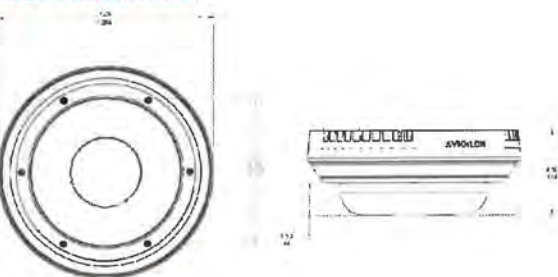


| [X.X] | INCHES |
|-------|--------|
| X     | MM     |

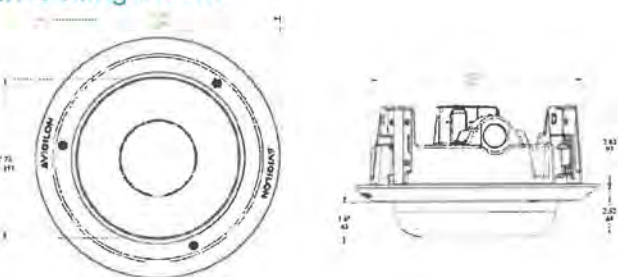
## Pendant NPT Mount



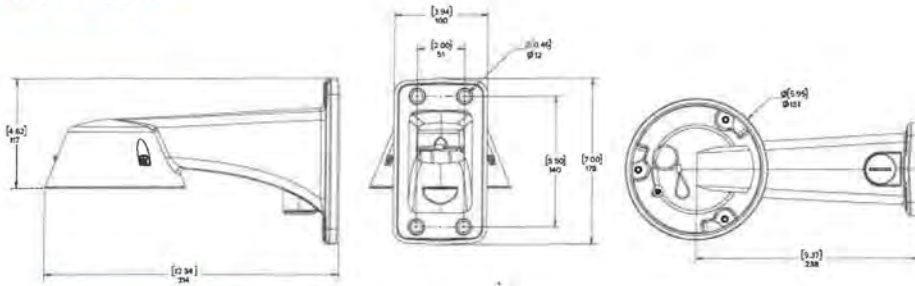
## Surface Mount



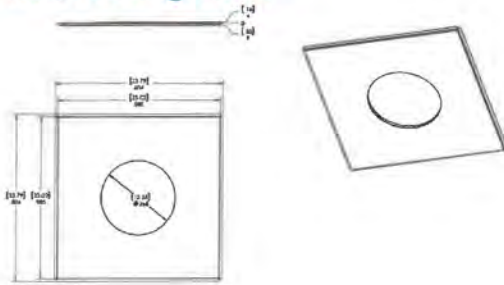
## In-Ceiling Mount



## Wall Mount



## Metal Ceiling Panel



## Ordering Information

The variety of mounting options for the H5A Multisensor provides maximum flexibility. All the available camera modules can be used in any of the mounting options.

| Mounting Scenario  |   | Ordering Information   |
|--------------------|---|--|
| PENDANT WALL MOUNT |    | Order one of: <ul style="list-style-type: none"> <li>• Camera module</li> <li>• H5AMH-AD-PEND1</li> <li>• H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE</li> <li>• WLMT-1001</li> <li>• Optional, H4AMH-AD-IRIL1</li> </ul>   |
| PENDANT NPT MOUNT  |    | Order one of: <ul style="list-style-type: none"> <li>• Camera module</li> <li>• H5AMH-AD-PEND1</li> <li>• H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE</li> <li>• NPTA-1001</li> <li>• Optional, H4AMH-AD-IRIL1</li> </ul>   |
| SURFACE MOUNT      |   | Order one of: <ul style="list-style-type: none"> <li>• Camera module</li> <li>• H5AMH-AD-DOME1</li> <li>• H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE</li> <li>• Optional, H4AMH-AD-IRIL1</li> </ul>                        |
| IN-CEILING MOUNT   |  | Order one of: <ul style="list-style-type: none"> <li>• Camera module</li> <li>• H5AMH-AD-CEIL1</li> <li>• H5AMH-DC-COVR1 or H5AMH-DC-COVR1-SMOKE</li> <li>• Optional, CLPNL-1001 if ceiling panel is needed</li> </ul> |



### Camera Modules

With the modular design of the H5A Multisensor, any camera module can be paired with any mounting adapter for maximum versatility and optimal installation. Each camera module must be ordered with a mounting adapter and appropriate dome cover.

| Model Number    | MP    | Lens       | Days of Storage |
|-----------------|-------|------------|-----------------|
| 9C-H5A-3MH-30   | 3X3MP | 3.3-5.7 mm | 30 Days         |
| 9C-H5A-3MH-60   | 3X3MP | 3.3-5.7 mm | 60 Days         |
| 9C-H5A-3MH-120  | 3X3MP | 3.3-5.7 mm | 120 Days        |
| 12C-H5A-4MH-30  | 4X3MP | 3.3-5.7 mm | 30 Days         |
| 12C-H5A-4MH-60  | 4X3MP | 3.3-5.7 mm | 60 Days         |
| 15C-H5A-3MH-30  | 3X5MP | 3.3-5.7 mm | 30 Days         |
| 15C-H5A-3MH-60  | 3X5MP | 3.3-5.7 mm | 60 Days         |
| 15C-H5A-3MH-120 | 3X5MP | 3.3-5.7 mm | 120 Days        |
| 20C-H5A-4MH-30  | 4X5MP | 3.3-5.7 mm | 30 Days         |
| 20C-H5A-4MH-60  | 4X5MP | 3.3-5.7 mm | 60 Days         |
| 24C-H5A-3MH-30  | 3X8MP | 3.3-5.7 mm | 30 Days         |
| 24C-H5A-3MH-60  | 3X8MP | 3.3-5.7 mm | 60 Days         |
| 32C-H5A-4MH-30  | 4X8MP | 3.3-5.7 mm | 30 Days         |



## Mounting Adapters and Dome Covers

The H5A Multisensor modular design provides pendant, surface, or in-ceiling mounting adapters and a choice of two dome covers compatible with all the H5A Multisensor camera modules.

| Display Part Number  | Description  |
|----------------------|--|
| H5AMH-AD-DOME1       | Outdoor surface mount adapter, must order either a H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE.                                 |
| H5AMH-AD-PEND1       | Outdoor pendant mount adapter, must order one of WLMT-1001 or NPTA-1001 and one of H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE. |
| H5AMH-AD-CEIL1       | In-ceiling adapter, must order either a H5AMH-DC-COVR1 or H5AMH-DC-COVR1-SMOKE.  |
| H5AMH-DO-COVR1       | Dome bubble and cover, for outdoor surface mount or pendant mount, clear.  |
| H5AMH-DO-COVR1-SMOKE | Dome bubble and cover, for outdoor surface mount or pendant mount, smoked. Not recommended for low light applications.     |
| H5AMH-DC-COVR1       | Dome bubble and cover, for in-ceiling mount, clear.  |
| H5AMH-DC-COVR1-SMOKE | Dome bubble and cover, for in-ceiling mount, smoked. Not recommended for low light applications.                           |
| WLMT-1001            | Pendant wall arm adapter, for use with H5AMH-AD-PEND1.   |
| NPTA-1001            | Pendant NPT adapter for use with H5AMH-AD-PEND1.   |
| PLMT-1001            | Aluminum pole mounting bracket, compatible with WLMT-1001.   |
| CRNMT-1001           | Aluminum corner mounting bracket, compatible with WLMT-1001.   |
| CLPNL-1001           | Metal ceiling panel.   |

## Optional IR Illuminator

The optional IR Illuminator is available for the H5A Multisensor when mounted in a pendant or surface mount adapter.

| Display Part Number | Description  |
|---------------------|--|
| H4AMH-AD-IRIL1      | Optional IR illuminator ring, for use with H5AMH-DO-COVR1. |

## Optional Injectors

| Display Part Number    | Description  |
|------------------------|--|
| PD-9001 GR/AT/AC-*-MSI | Indoor single port PoE+ 30W injector with North American power cord. Injector operational temperature range - 20 °C to +40 °C (-4 °F to 104 °F). |
| POE60U-1BTE            | Gigabit 802.3bt 60 W PoE Injector, single port.  |

\*When placing an order, please indicate the required region to ensure that the correct power cord is delivered. The available options are AU (Australia), EU (European Union), and NA (North America).

## Optional Accessories

| Display Part Number | Description                                    |
|---------------------|--|
| CBLKT-1001          | Cable kit replacement for Multisensor cameras. |

## Support

Learn more and find additional documentation at <https://motr.la/alta-aware-docs> for specific product support.



AVIGILON

Oct 2024 | Rev 2

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Fabian Valdez, Police Chief

**Date:** November 18, 2024

**Subject:** Consideration to Approve a Professional Services Agreement with Turbo Data Systems, Inc., to Provide Administrative Citations, Parking Citations, Notice to Appear Processing, and Racial and Identity Profiling Act Reporting

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement with Turbo Data Systems, Inc. (TDS) (Attachment "A" – Contract No. 2324) in an amount not-to-exceed \$100,000 per fiscal year to provide administrative citations, parking citations, and notice to appear processing, as well as Racial and Identity Profiling Act Reporting; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. On December 2, 2014, the City entered into a three (3) year Professional Services Agreement, including a maximum of two (2) one-year extensions, with Turbo Data Systems, Inc. (TDS) (Contract No. 1774) to provide parking citation processing and collection services pursuant to a formal Request for Proposals (RFP) process.
2. On May 20, 2019, the City Council approved a three (3) year and one (1) month Professional Services Agreement, including an optional one-year extension, with TDS (Contract No. 1919) to provide administrative and parking citation collection services for the Community Development and Police Departments, pursuant to a formal RFP process.
3. On July 1, 2024, the City Council approved a budget enhancement in the amount of \$30,000 to lease four (4) Hand Held Ticket Writers to be used for issuing electronic parking citations,

**Consideration to Approve a Professional Services Agreement with Turbo Data Systems, Inc., to Provide Administrative Citations, Parking Citations, Notice to Appear Processing, and Racial and Identity Profiling Act Reporting**

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Notices to Appear, and to comply with prompt submission and reporting of Racial and Identity Profiling Act (RIPA) data, reducing the redundancy of data-entry by support staff.

**ANALYSIS:**

The San Fernando Police Department issues citations and notices to appear as part of its law enforcement activities, including issuing citations for administrative or municipal code violations, traffic violations, and parking violations. Citations serve as a formal notice to an individual that they have violated a specific law, often requiring them to pay a fine or appear in court. Issuing citations are a critical component to promote accountability, deter illegal behavior, and help ensure safety and compliance. However, citations also require a significant amount of administrative time by Officers and Records Clerks to prepare and process. To decrease administrative time and increase efficiency, the Police Department has been using TDS handheld equipment and processing services to digitize and automate parking citations and administrative citations.

Administrative and Municipal Code Citations.

Administrative Citations are issued for violations of the San Fernando Municipal Codes, such as code enforcement or public nuisance violations. These citations are considered administrative and are used to address quality of life matters, primarily processed through the Community Preservation Division in the Community Development Department.

In 2023, a total of 145 administrative citations were issued, an increase from 117 in 2022. Between January and September 2024, 124 administrative citations were issued, indicating an upward trend in administrative citations issued by the City's Community Preservation Officers (see Attachment "B").

Parking Citations.

Parking citations are issued for violations related to parking laws, such as parking in restricted zones or exceeding time limits. In 2022, the Police Department issued 6,144 parking citations. In 2023, a total of 8,967 parking citations were issued. Between January and September 2024, a total of 6,809 citations were issued using electronic ticket writers pointing to an upward trend in parking citations issued.

Traffic Citations/Notices to Appear.

Traffic Citations/Notices to Appear, are used by police officers when a motorist is observed and stopped for committing a vehicle code violation, or arrested for committing a misdemeanor and later released on their own recognizance. Citations/Notices to appear are required by - and provide important information to - the Court, including the vehicle code or charge(s) for which a person is cited or arrested, and are processed through the Los Angeles Superior Court. The Police

**Consideration to Approve a Professional Services Agreement with Turbo Data Systems, Inc., to Provide Administrative Citations, Parking Citations, Notice to Appear Processing, and Racial and Identity Profiling Act Reporting**

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Department processed 576 Notices to Appear in 2022 and 422 in 2023. Between January and September of 2024, the Department processed 499 Notices to Appear, denoting an upward trend in citation issuance. These are currently hand-written citations.

Racial and Identity Profiling Act (RIPA) Data Reporting.

The Racial and Identity Profiling Act (RIPA) of 2015 mandates that all California law enforcement agencies collect and report specific data on individuals who are detained by police, including details about perceived race, gender, age, and other demographic information. This law aims to increase transparency, prevent racial profiling, and ensure equitable treatment by law enforcement.

**Turbo Data Systems, Inc.**

Since 2014, the City has utilized Turbo Data Systems, Inc. (TDS) for parking citation processing. In 2019, administration citations were added to the contract. TDS has been instrumental in standardizing citation procedures and reducing processing errors for these citation types. The system has streamlined how administrative and parking citations are managed, and has improved the accuracy and efficiency of issuing and processing those citations. Staff anticipates that the addition of traffic citation/RIPA entries will also improve the accuracy and efficiency for the officers who are still handwriting traffic citations and RIPA information.

Handwritten traffic citations are submitted to the SFPD Records Bureau after being issued by a police officer and requires that Records personnel review them for accuracy. The data on the traffic citations are manually entered into the Department's Records Management System (RMS). The traffic citations are then sent to the Los Angeles Superior Court via certified mail. If errors on the traffic citations are identified by the Court, the citations are returned to the Department for corrections.

Similarly, officers are currently mandated by the Department of Justice (DOJ) to complete eight-page RIPA forms in writing during traffic stops and other type of enforcement encounters. The handwritten RIPA forms are later submitted to the Records Bureau, where personnel manually enter the data collected by the officer into the RMS for reporting to the State Department of Justice (DOJ). The processing of these forms is time consuming and is prone to human error. Submission of the RIPAs to DOJ is time sensitive.

To address these challenges, the Police Department requested and received City Council approval during the Fiscal Year (FY) 2024-2025 Budget Process for a \$30,000 enhancement to lease additional hand-held electronic ticket writers. With these devices and the related software, officers will be able to issue traffic citations and complete RIPA forms electronically using the TDS system. TDS will handle the processing and submission of both citations and RIPA information to the Los Angeles Superior Court and the California DOJ, streamlining the workflow and reducing the potential for errors.

**Consideration to Approve a Professional Services Agreement with Turbo Data Systems, Inc., to Provide Administrative Citations, Parking Citations, Notice to Appear Processing, and Racial and Identity Profiling Act Reporting**

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Pursuant to Section 2-801 of the San Fernando Municipal Code (SFMC), this agreement is exempt from formal bidding processes as a unique commodity or service that can be obtained from only one (1) vendor, or one distributor authorized to sell in this area, with singular characteristics or performance capabilities or which have specific compatibility components with existing city products. The services provided by TDS cover equipment and services for processing of administrative citations, parking citations, traffic citations/notices to appear, and RIPA data. TDS is the sole proprietor of the software used for processing these types of citations and RIPA data.

By utilizing TDS's platform, the City can standardize its citation process, improve data accuracy and efficiency, and support compliance with RIPA reporting requirements. The proposed system will allow officers to use a single mobile ticket-writing device equipped with software to issue parking and traffic citations, while simultaneously collecting and submitting mandated RIPA data to the State, with minimal administrative support from Records Bureau personnel.

These services are essential to maintaining the efficiency and accuracy of citation processing, data collection, and reporting for the department. The proposed agreement would continue a longstanding partnership with TDS, which has provided similar services to the City since 2014 without significant price increases.

**BUDGET IMPACT:**

The City's FY 2024-2025 Adopted Budget included a \$30,000 enhancement for the acquisition of hand-held ticket writers. This allocation is separate from fees currently collected by TDS from parking and administrative citations. Additional funding is not required for TDS's services because TDS retains its associated costs and fees before remitting the net revenue to the City. The \$30,000 enhancement will cover the handheld ticket writers, RIPAs, and all associated costs. The remaining \$70,000 will cover all other administrative and parking citation costs.

**CONCLUSION:**

Staff recommends approval of a Professional Services Agreement with Turbo Data Systems in an amount not-to-exceed \$100,000 per fiscal year to provide administrative citations, parking citations, and notice to appear processing, as well as Racial and Identity Profiling Act Reporting.

**ATTACHMENTS:**

- A. Contract No. 2324, including:
- B. Number of Administrative, Parking, and Traffic Citations Issued





2024

CONTRACT SERVICES AGREEMENT

(Contractor: Turbo Data Systems, Inc.)

(Nature of Engagement: Administrative Citations, Parking Citations, Notice to Appear, and Racial and Identity Profiling Act Report Processing)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 18<sup>th</sup> day of November, 2024, by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and TURBO DATA SYSTEMS, INC., (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires citation and RIPA data processing; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of November 18, 2024, under Agenda Item No. \_\_\_\_\_.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

**Section 1. Scope of Work.**

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described in that certain agreement of CONTRACTOR entitled "AGREEMENT FOR PROCESSING OF PARKING, ADMINISTRATIVE, AND TRAFFIC CITATIONS AND PROVIDE RIPA SERVICES AND MOBILE DEVICES" (hereinafter, the "CONTRACTOR PROPOSAL") which is attached and incorporated hereto as **Exhibit "A"**. CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

**CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 2324

**Administrative Citations, Parking Citations, Notice to Appear, and  
Racial and Identity Profiling Act Report Processing**Page 2 of 20

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- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- C. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Work is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under Section 3, below. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

**Section 2. Term.**

- A. This Agreement shall have a term of FIVE (5) YEARS with a maximum of two (2) one-year extensions (hereinafter, the "Term").
- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- C. CONTRACTOR shall perform the Work continuously and with due diligence. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors or agents.
- D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.

**CONTRACT SERVICES AGREEMENT**

CONTRACT NO. 2324

**Administrative Citations, Parking Citations, Notice to Appear, and  
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- E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- G. CONTRACTOR shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**Section 3. Prosecution of Work.**

- A. CONTRACTOR shall perform the Work contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONTRACTOR to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Work in the manner described below and such Work is in fact performed and completed by CONTRACTOR and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
  - 1. A detailed description of the specific services or tasks requested;
  - 2. The location of where the particular services or tasks are to be performed, if applicable;
  - 3. A not-to-exceed budget for performing the services or tasks;
  - 4. A timeline for completing the requested services or tasks;
  - 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
  - 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONTRACTOR shall perform no Work under this Agreement without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. Time is of the essence in the performance of Work under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall begin and complete performance of the Work to completion in a timely and a diligently manner as possible.

**Section 4. Compensation.**

- A. CONTRACTOR shall perform all the Work in accordance with the rates set forth in CONTRACTOR's JULY 15, 2024 quote (hereinafter "CONTRACTOR QUOTE"), which is attached and incorporated hereto as **Exhibit "B"**.

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- B. CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the annual sum of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** (hereinafter, the "Annual Not-to-Exceed Sum"). CONTRACTOR further agrees that the Annual Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement, unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.
- C. The Annual Not-to-Exceed Sum will be paid to CONTRACTOR in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR will submit to CITY an itemized invoice indicating the work performed and the tasks completed during the recently concluded calendar month, including the Work and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

**Section 5. Standard of Care.**

CONTRACTOR represents, acknowledges and agrees as follows:

- A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;
- B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services;
- C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
- D. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). CONTRACTOR's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization;

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- E. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement;
- G. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement; and
- H. CONTRACTOR shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative. The quality of Services shall meet or exceed those standards established by the CITY or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

**Section 6. Representatives.**

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Administrative Services Commander and Records Administrator (hereinafter, the "City Representatives"). It shall be CONTRACTOR's

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responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

- B. Contractor Representative. For the purposes of this Agreement, Roberta J. Rosen, President and Owner, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

**Section 7. Contractor's Personnel.**

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All Work, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.
- C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.
- D. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

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- F. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

**Section 8. Substitution of Key Personnel.** CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONTRACTOR at the request of the CITY. The key personnel for performance of this Agreement are as follows: Roberta J. Rosen, President and Owner, and her designees.

**Section 9. Prevailing Wages and General Labor Compliance and Reporting.**

- A. CONTRACTOR and any subcontractor performing or contracting any portion of the Work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
  2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

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- B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
- D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.
- F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.



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- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and CONTRACTOR shall not commence the Work, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the CITY as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this contract." A subcontractor is not allowed to commence the Work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the CITY's review and records.
- H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

**Section 10. Prohibited Interests.** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered

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right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**Section 11. Independent Contractor.**

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the Term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.
- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.

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- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**Section 12. Conflicts Of Interest.** CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

**Section 13. Non-Discrimination.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or set. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform the Work under this Agreement.

**Section. 14. Indemnification.**

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from,

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or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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- D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.
- E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

**Section 15. Insurance.**

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
  2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

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- E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
- F. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

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- M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- N. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Section 16. Records and Inspection.** CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

**Section 17. Termination.**

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local

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law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Event of Default within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "A"** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.



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2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or

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- iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.
7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**Section 18. Force Majeure.** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

**Section 19. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

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**If to CITY:**

City of San Fernando  
Attn: Police Department  
117 Macneil Street  
San Fernando, CA 91340  
Phone: (818) 898-1281

**If to CONTRACTOR:**

Turbo Data Systems, Inc.  
Attn: Roberta J. Rosen, President  
18302 Irvine Blvd., Suite 200  
Tustin, CA 92780-3464  
Phone: 714-573-5757  
Fax: 714-573-0101  
[www.turbodata.com](http://www.turbodata.com)

**Section 20. Prohibition.** CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

**Section 21. Attorney Fees.** In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

**Section 22. Entire Agreement.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

**Section 23. Governing Law; Jurisdiction.** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

**Section 24. Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**Section 25. Captions.** The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

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**Section 26. Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF SAN FERNANDO**

**TURBO DATA SYSTEMS, INC.:**

By: \_\_\_\_\_

Nick Kimball, City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Richard Padilla, City Attorney

Date: \_\_\_\_\_

**AGREEMENT FOR PROCESSING  
OF PARKING, ADMINISTRATIVE AND TRAFFIC CITATIONS  
AND PROVIDE RIPA SERVICES AND MOBILE DEVICES**

This Agreement is entered into by and between **Turbo Data Systems, Inc. (TDS)**, a California Corporation, and **the City of San Fernando**, (hereinafter collectively referred to as "Customer").

Whereas, TDS and the Customer desire to enter into an agreement whereby TDS will process Parking, Administrative and Traffic Citations, and provide RIPA services and Mobile Devices for the Customer pursuant to the terms and conditions set forth herein.

In consideration of the mutual covenants, conditions, representations and warranties contained herein the parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is for TDS to process Parking, Administrative and Traffic Citations, and provide RIPA services and Mobile Devices for the Customer in a timely manner.

2. **SCOPE OF SERVICES.** When and as directed by the Customer, TDS shall perform the following services in processing all Parking, Administrative and Traffic Citations, as well as provide RIPA services and Mobile Devices:

**See Attached EXHIBIT A – SCOPE OF SERVICES**

3. **TERM.** This agreement shall become effective for a period of five (5) years, starting August 1, 2024 and ending July 31, 2029. This agreement may be renewed after that, for a period of two (2) one-year extensions with written amendments signed by both parties each year.

4. **CONSIDERATION.** In consideration for services performed by TDS as provided in this agreement, Customer shall pay TDS pursuant to the terms set forth in Exhibit "B" CONSIDERATION, which is attached hereto and incorporated herein by this reference.

5. **PAYMENT OF FEES.** Charges determined on the basis set forth in Exhibit "B" shall be billed on a monthly basis in arrears and payment therefore shall be made within fifteen (15) days after submission of each separate invoice.

6. **ACCOUNTING RECORDS.** Records of the citations processed by TDS shall be available for examination by the Customer or its authorized representative(s) at a time agreeable to the Customer and TDS within one week following a request by the Customer to examine the records.

7. **TIME OF PERFORMANCE.** Time is of the essence, and TDS shall perform the services required by this agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this agreement as set forth in Sections 1 and 2.

8. **INDEPENDENT CONTRACTOR.** At all times during the term of this agreement, TDS shall be an independent contractor and shall not be an employee of the Customer. The Customer shall have

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the right to control TDS only insofar as the results of TDS's services rendered pursuant to this agreement; however, Customer shall not have the right to control the means by which TDS accomplishes the services rendered pursuant to this agreement.

9. FACILITIES AND EQUIPMENT. TDS shall, at its own cost and expense, provide all facilities and equipment that may be required for performance of the services required by this agreement.

10. INDEMNIFICATION BY TDS. TDS agrees to defend, indemnify, hold free and harmless the Customer, its elected officials, officers, agents and employees, at contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the Customer, its elected officials, officers, agents and employees arising out of the performance of the contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the Customer, its elected officials, officers, agents and employees based upon the work performed by the contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the contractor shall not be liable for the defense or indemnification of the Customer for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the Customer. This provision shall supersede and replace all other indemnity provisions contained either in the Customer's specifications or contractor's proposal, which shall be of no force and effect.

11. INDEMNIFICATION BY CUSTOMER. TDS shall use due care in processing work of the Customer. Any errors shall be corrected by TDS at no additional charge to the Customer. TDS shall be entitled to reimbursement from the Customer for any expenses incurred by TDS for the correction of any erroneous information provided by the Customer and TDS shall not be responsible for Customers' losses and expenses resulting from erroneous source materials provided by the Customer. Neither party shall be liable to the other for any indirect or consequential losses or damages resulting from any errors within the scope of this Section 11.

12. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. In the performance of this agreement, TDS shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

13. AGENCY. Except as Customer may specify in writing TDS shall have no authority, expressed

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AND PROVIDE RIPA SERVICES AND MOBILE DEVICES**

or implied, to act on behalf of the Customer in any capacity whatsoever as an agent. TDS shall have no authority, expressed or implied, pursuant to this agreement to bind Customer to any obligation whatsoever.

14. **CHANGES IN LAW.** Should there be any changes in the law applicable to the processing of parking citations which would require material changes in the method of the processing as contemplated in this agreement, or materially reduce or eliminate the amount of revenue received by the Customer from parking citations, this agreement shall terminate on the date such law becomes effective, provided either party gives sixty (60) days' notice of termination. Any changes in the processing of parking violations as a result of changes in the law or DMV regulations affecting such violations, which do not materially add to the cost of processing such citations by TDS shall be implemented by TDS at the request of the Customer, provided however, that the cost of such implementation does not exceed the fee paid to TDS for performing such services. If any such change results in the cost of processing citations exceeding the amounts provided for in Section 4 and the Customer declines to amend this agreement to provide for the payment of such increased costs, the agreement shall terminate as of the effective date of the change in the law or regulations.

15. **OWNERSHIP OF SOFTWARE.** Customer acknowledges that the software and software programs used by the Customer or used for the Customer's benefit which were developed by TDS are the sole property of TDS and the Customer obtains no right or interest in the software by virtue of this agreement.

16. **OWNERSHIP OF DOCUMENTS.** All citations, electronic and handwritten; reports; electronic storage media; and other documents, including copies and reproductions assembled or prepared by TDS or TDS' agents, officers, or employees in connection with this Agreement, shall be the property of the Customer and shall be delivered to the Customer upon either the completion or termination of this Agreement.

17. **FORCE MAJEURE.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but are not limited to, Acts of God, strikes, riots, acts of war, epidemics, fire, communication line failure, earthquakes or other disasters.

18. **TERMINATION.** This agreement may be terminated by either party upon ninety (90) days written notice. At such time, TDS agrees to provide Customer, in computer readable form, a copy of all data files to service its citations.

19. **NOTICE.** Whenever it shall be necessary for either party to serve notice on the other respecting this agreement, such notice shall be served by certified mail addressed to:

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TDS: Turbo Data Systems, Inc.  
1551 N Tustin Avenue Suite 950  
Santa Ana CA 92705  
Roberta J. Rosen, President

CUSTOMER: City of San Fernando  
910 First St  
San Fernando CA 91340  
Attention: City Manager

unless and until different addresses may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office by certified mail. This shall be valid and sufficient service of notice for all purposes.

20. EXTENT OF AGREEMENT. This agreement represents the entire and integrated agreement between Customer and TDS and supersedes any and all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Customer and TDS. This agreement may only be assigned with the express written consent of each of the parties hereto. In the event that any provision hereof is deemed to be illegal or unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which remain in full force and effect.

21. LITIGATION COSTS. If any legal action or any other proceeding is brought to enforce the terms of this agreement, or because of an alleged dispute, breach, or misrepresentation in the connection with any of the provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover their reasonable attorneys' fees and other costs incurred in that action or proceeding, including the costs of appeal in addition to any other relief to which it or they may be entitled.

22. INSURANCE. TDS, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to Customer the insurance specified in this Agreement under forms of insurance satisfactory in all respects to Customer.

TDS shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by TDS, its agents, representatives, employees, or subcontractors. The limits of liability specified in this Section may be provided by any combination of primary and umbrella/excess liability insurance policies.

TDS shall maintain limits no less than:



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General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Customer.

TDS shall furnish certificates of insurance evidencing all the coverage required above, naming the Customer as additional insured. All endorsements are to be received and approved by Customer before work commences. All required information is to be mailed to the address shown in the NOTICE section of the Agreement.

23. EFFECTIVE DATE OF THIS AGREEMENT. This agreement, made in duplicate, shall be effective from and after August 1, 2024.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF SAN FERNANDO

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

TURBO DATA SYSTEMS, INC.

By: \_\_\_\_\_

Roberta J. Rosen  
President

**AGREEMENT FOR PROCESSING  
OF PARKING, ADMINISTRATIVE AND TRAFFIC CITATIONS  
AND PROVIDE RIPA SERVICES AND MOBILE DEVICES**

**EXHIBIT "A"  
SCOPE OF SERVICES**

TDS shall perform the following services in processing all **Parking Citations:**

- A. **Basic Processing** – TDS will enter manual citations and citation dispositions into Customer's database within 2 business days. The basic service includes database maintenance, daily system backups, toll-free phone number for the public, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, **pticket.com** web-based Inquiry System for the public with customized content, Customer Service Representatives (8:00 am – 5:00 pm, Monday through Friday, excluding holidays) to speak with the public regarding parking citation issues, ongoing Client support, and documentation and training for use of the TDS-provided online system.
- B. **Handheld Ticket writer Interface** - TDS will provide for automated import of electronic citations into Customers database within 1 business day. TDS will maintain and update the hot sheet or scofflaw files on a daily basis for Customer to upload into their handheld ticket writers. TDS will work with Customer to implement any changes required for handheld ticket writer equipment.
- C. **System and Document Storage** - Citations paid or dismissed will be retained on the computer system for 3 years and then removed. Unpaid citations will be retained on the computer system for 5 years and then removed. Citation documents will be stored for 2 years from date of issue and then returned to Customer or shredded. Payment documents will be stored for 2 years from the date of payment and then returned to Customer or shredded.
- D. **Online Reporting** - Provide monthly reports online indicating the status of all citations, such reports to be available for Customer access no later than the thirtieth (30th) day of the following month.
- E. **DMV Interface for Registered Owner Name Retrieval** - Attempt to obtain names and addresses of registered owners of cited vehicles for those citations that have not been cleared prior to their notice generation date.
- F. **Notice Processing** - Print the required Notice and mail to each registered owner whose name has been retrieved within 10 to 21 days after the citation has been issued. Includes second notices mailed for bounced checks, partial payments, and name or address changes. The notice date shall be extended whenever there is an unusual delay in delivery of information or citations to TDS. All postage, notice forms and envelopes will be provided by TDS.

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- G. **DMV Interface for Placing Registration Holds** - Transmit a Notice of Delinquency to the California DMV for vehicles with California license plates after a Notice of Violation has been mailed to the registered owner and TDS has not received notification that the citation has been cleared. This Notice of Delinquency will be transmitted to the California DMV within 2 business days after the date specified by the Customer to be the DMV Date.
- H. **DMV Interface for Releasing Registration Holds** - Transmit a Notice to the California DMV that a Notice of Delinquency has been cleared within 2 business days after TDS has received notification of clearance.
- I. **DMV Interface for Monthly Payment File** – Receive payment file from DMV as available (currently monthly) and update DMV transactions into Customers database, providing reporting for reconciliation purposes.
- J. **Delivery Service** – Manual citations will be mailed or scanned to TDS by Customer at their own expense. TDS reports will be provided online. TDS will return any required documents via UPS and/or US Mail.
- K. **Collection and Payment Processing** - TDS will provide the following collection and payment processing services for Customer:
- Provide P. O. Box where payments are mailed
  - Courier pickup from P. O. Box daily
  - Open all mail
  - Verify payment amounts and record on computer system within 2 business days (48 hours)
  - Respond to reasonable non-judicial public inquiries by phone and mail
  - Return questionable mail to Customer for decision
  - Make bank deposits to Customer bank account using check scanning
  - Verify amounts deposited, by citation number
  - Provide toll-free number for citizen inquiries
  - Provide reports for bank statement reconciliation
  - Provide monthly Paid Citation Distribution Report for surcharge payments to the County
  - Scan checks and deposit parking funds into Customer bank account.
- L. **Out of State Citations** - TDS shall process citations for non-California license plates by entering the citation information into the system database and reporting them along with all other citations on the database with the standard reports. If they become delinquent, requests for registered owner information will be sent to the appropriate out-of-state DMV. The Notice of Intent will be generated to the registered owner and the fine amount requested. TDS will incur all costs for out of state name

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retrieval, including out-of-state DMV fees and charges. TDS will receive payment from Customer based on the amount of revenues collected from out-of-state citations after the Notice of Intent has been issued. This amount will be billed monthly for the prior months' receipts (as determined from our database and/or reports). Payments collected via credit card will also incur credit card fees.

- M. **IVR and Web Payment Systems - Payment by Credit Card** - Through the Interactive Voice Response (IVR) System, and through the pticket.com web site, we accept credit card payments via Visa, MasterCard and Discover. The systems authorize each transaction while the caller is on the phone or online. Customers are given an authorization number or email confirmation to confirm their charge. The IVR system and the pticket.com web payment system both automatically update the citation database with the payment immediately. Credit Card monies are paid to a Turbo Data Systems bank account and are reconciled monthly. Each customer receives their own credit card postlog which shows in detail which citations were paid and for what amount, along with the deposit slip from the bank or the ACH deposit email showing that these funds have been deposited into the customer's account. Should there be any charge backs to a merchant account, the funds are pulled directly from the Turbo Data master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and will then proceed to DMV hold. TDS will provide all services regarding reconciliation, reactivation of charge backs, etc. Customer will not be involved in the daily processing.
- N. **Administrative Adjudication Processing** - TDS will provide for the processing of requests for contesting citations, allowing for Customer processing of administrative reviews, tracking and monitoring all relevant dates on an automated system, mailing timely notification to respondents regarding the status of their claims, and scheduling of administrative hearings. All Administrative Adjudication information entered into the system is done in real time and is linked to existing database information to ensure proper tracking of relevant dates, mailing names and addresses and other pertinent information. Administrative Review requests will be entered within 2 business days of receipt. Adjudication documents will be stored for 2 years from their activity date and then shredded.
- O. **Paperless Appeals (eAppealsPRO & Scanning)** – TDS will provide online appeal capability for the public to appeal their citations online. TDS will provide the scanning of all mailed-in appeal documents and electronic storage of those documents. TDS will provide an online application to

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access the appeals, which will be searchable and sortable. TDS will keep an electronic history of processed appeals for at least two years.

- P. **Administrative Adjudication Hearings** – TDS will provide and schedule an independent hearing examiner to conduct hearings in person, in writing and over the phone. Customer will provide in person hearing location.
- Q. **Online Inquiry Access for Customers' Staff** - Access includes online access 24 hours a day, 7 days a week for Agency personnel to inquire on Customer's database. This access includes citation inquiry (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view notes, post dismissals/payments, view daily deposits made at TDS' facility and view daily file transfers sent from the handheld ticket writer software and received at TDS' facility. TDS' technical staff will provide support. TDS will provide a real-time secured high-speed connection to the citation database through the Customers' Internet connection.
- R. **Additional Notices**– TDS will mail **Other Correspondence** as required for processing.
- S. **ICS Collection Service – Special Collections** - Outstanding citations (DMV No-Holds or DMV Transfer of Ownership Releases or Non-California plates) and any other citations deemed as delinquent citations by Customer are transferred into the ICS system on a weekly basis. Up to two collection letters will be mailed for each ICS account requesting payment. Payments are processed daily and deposited to the Customer's regular citation processing bank account. The TDS Customer Service Center will handle all ICS related calls through a special toll-free number dedicated to ICS accounts. Monthly reporting shows all accounts moved to the ICS system and all payments received due to ICS efforts.
- T. **Franchise Tax Board Offset Program** – TDS will combine citations by license number for total amount due, eliminate corporate names, retrieve SSN's by name from a 3rd party, combine accounts by SSN, mail required FTB letters in advance of placing accounts at FTB, process payments generated by the FTB process, receive phone calls generated by the FTB process, provide all systems and operational procedures required for the FTB process, and provide complete reporting and reconciliation for the FTB process. Customer will be required to complete required FTB paperwork and forms (with TDS' assistance), establish a SWIFT account with the FTB, and provide whatever assistance may be required to work with the FTB regarding the FTB process.

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U. **Payment Plans** - The Contractor will have a payment plan system in place to comply with all legislation. The plan will allow for waivers, when necessary, for indigent and non-indigent individuals. Plan requests will be submitted to the Customer for review/approval/denial. The Contractor will mail correspondence to let the applicant know the status of their payment plan application and other details. Payment Plans allow the agency to waive fees for indigent persons, adjust the length of the plan and set minimum payments due. If a plan defaults prior to full payment, the system automatically resumes the citation process (DMV, Collections, etc.). The Contractor will provide customized agency specific information for indigent payment plans on pticket.com.

V. **Bank Account Management**

TDS will open a trust account in the name of the Agency to receive parking deposits for all parking citation monies. TDS will handle any NSF checks from this account and reactivate the citations. TDS will process any required refund checks. TDS will send a monthly surcharge check to the county based on reporting. TDS will pay their own invoice monthly and write a check to the Agency monthly for the balance of the funds. TDS will reconcile the account monthly and provide documentation to Agency of reconciliation.

W. **Handheld Ticketwriters – ticketPRO Magic**

TDS will provide ticketPRO Magic Units (phones and printers) and citations and envelopes as required at the pricing then in effect. TDS will provide maintenance and support for the Automated Citation Issuance System and the Field Units. RemoteConnect Support for devices while in the field. TDS will provide a data plan with unlimited voice/text messaging for field units. Software upgrades as newer versions become available. Support via email for support requests and for reporting software/hardware issues.

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TDS shall perform the following services in processing all **Administrative Citations**:

- A. **Basic Processing** – TDS will enter manual citations including the name and address of the responsible party from the citation and citation dispositions into Customer's database within 2 business days. The basic service includes database maintenance, daily system backups, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, **pticket.com** web-based Inquiry System for the public with customized content, ongoing Client support, and documentation and training for use of the TDS-provided online system. Municipal Administrative citations are scanned to us and then entered manually. Images of the citations are available online for viewing.
- B. **Automated Entry of Administrative Citations** - TDS will provide for automated import of electronic citations into Customers database within 1 business day. TDS will work with Customer to implement any changes required for handheld ticket writer equipment.
- C. **System and Document Storage** - Citations paid or dismissed will be retained on the computer system for 3 years and then removed. Unpaid citations will be retained on the computer system for 5 years and then removed. Citation documents will be stored for 2 years from date of issue and then returned to Customer or shredded. Payment documents will be stored for 2 years from the date of payment and then returned to Customer or shredded.
- D. **Online Reporting** - Provide monthly reports online indicating the status of all citations, such reports to be available for Customer access no later than the thirtieth (30th) day of the following month.
- E. **Notice Processing** - Print the required Notice and mail to each responsible party within a City determined number of days after the citation has been issued. Includes second notices mailed for bounced checks, partial payments, and address changes. The notice date shall be delayed if there is an unusual delay in delivery of information or citations to TDS. All postage, notice forms and envelopes will be provided by TDS.
- F. **Delivery Service** – Manual citations will be mailed or **scanned** to TDS by Customer at their own expense. TDS reports will be provided online. TDS will return any required documents via US Mail.
- G. **Collection and Payment Processing** - TDS will provide the following collection and payment processing services for Customer:
  - Provide P. O. Box where payments are mailed
  - Courier pickup from P. O. Box daily

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- Open all mail
- Verify payment amounts and record on computer system within 2 business days (48 hours)
- Respond to reasonable public inquiries by phone and/or mail
- Customer to provide phone number for administrative citation questions
- Return questionable mail to Customer for decision
- Verify amounts deposited, by citation number
- Scan all checks into Customer bank account – electronic deposits
- Store and periodically destroy checks as required
- Provide reports for bank statement reconciliation

- H. **Web Payment System - Payment by Credit Card** - Through the pticket.com web site, we accept credit card payments via Visa, MasterCard and Discover. The system authorizes each transaction while the customer is online. Customers are given an email confirmation to confirm their charge. The pticket.com web payment system automatically updates the citation database with the payment immediately. Credit Card monies are paid to a Turbo Data Systems bank account and are reconciled monthly. Each customer receives their own credit card postlog which shows in detail which citations were paid and for what amount, along with the deposit slip from the bank or the ACH deposit email showing that these funds have been deposited into the customer's account. Should there be any charge backs to the merchant account, the funds are pulled directly from the Turbo Data master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and will then proceed to further collections. TDS will provide all services regarding reconciliation, reactivation of charge backs, etc. Customer will not be involved in the daily processing.
- I. **Administrative Adjudication Processing Service** - TDS will provide for the processing of requests for contesting citations, and tracking and monitoring all relevant dates on an automated system. All Administrative Adjudication information entered into the system is done in real time and is linked to existing database information to ensure proper tracking of relevant dates, mailing names and addresses and other pertinent information. Hearing requests will be entered within 2 business days of receipt. Adjudication documents will be stored for 2 years from their activity date and then shredded.
- J. **Administrative Adjudication Hearings** – TDS will provide and schedule an independent hearing examiner to conduct hearings in person, in writing and over the phone. Customer will provide in person hearing location.
- K. **Online Inquiry Access for Customers' Staff** - TicketPROWeb Access includes online access 24 hours a day, 7 days a week for Customer personnel to inquire on Customer's database. This access includes



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citation inquiry (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view notes, post dismissals/payments, and view daily deposits made by TDS. TDS' technical staff will provide support. TDS will provide access to the citation database through the Customers' Internet connection.

- L. **Additional Notices** - TDS will mail Other Correspondence as required for processing.
- M. **ICS Collection Service – Special Collections** - Citations remaining outstanding ninety days after becoming delinquent and any other citations deemed as delinquent citations by Customer are transferred into the ICS system on a weekly basis. Up to two collection letters will be mailed for each ICS account requesting payment. Payments are processed daily and deposited to the Customer's regular citation processing bank account. The TDS Customer Service Center will handle all ICS related calls through a special toll-free number dedicated to ICS accounts. Monthly reporting shows all accounts moved to the ICS system and all payments received due to ICS efforts.
- N. **Franchise Tax Board Offset Program** – TDS will combine citations by responsible party for total amount due, eliminate corporate names, retrieve SSN's by name from a 3rd party, combine accounts by SSN, mail required FTB letters in advance of placing accounts at FTB, process payments generated by the FTB process, receive phone calls generated by the FTB process, provide all systems and operational procedures required for the FTB process, and provide complete reporting and reconciliation for the FTB process. Customer will be required to complete required FTB paperwork and forms (with TDS' assistance), establish a SWIFT account with the FTB, and provide whatever assistance may be required to work with the FTB regarding the FTB process. Customer will pay the FTB directly for their offset services.
- O. **Bank Account Management** – TDS will open a trust account in the name of the Customer to receive parking deposits for all administrative citation monies. TDS will handle any NSF checks from this account and reactivate the citations. TDS will process any required refund checks. TDS will pay their own invoice monthly and write a check to the Agency monthly for the balance of the funds. TDS will reconcile the account monthly and provide documentation to Agency of reconciliation. This account may be joined with the parking citation trust account in the event that one exists.
- P. **Handheld Ticketwriters – ticketPRO Magic**  
TDS will provide ticketPRO Magic Units and citations and envelopes as required at the pricing then in effect. TDS will provide maintenance and support for the Automated Citation Issuance System

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and the Field Units. RemoteConnect Support is provided for devices while in the field. TDS will provide a data plan with unlimited voice/text messaging for field units. Software upgrades are provided as newer versions become available. Support via email is provided for support requests and for reporting software/hardware issues.

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TDS shall perform the following services in processing all **Traffic Citations**:

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#### Issuance and Processing of Moving Violations

The ticketPRO Traffic Module is designed for effective issuance of electronic moving violations (e-Citations). Based on a Smartphone technology platform which includes many features with the sole purpose of making the officer's experience effortless. The software is focused on empowering the officer to develop their own patterns for writing moving or parking tickets. This will reduce the time it takes to write a citation. In addition to the smart-input screen layout and navigation tools, we've added intelligent functions to leverage data input methods that will make collecting Driver's License and VIN information a quick and simple task. As important as it is to write a quick ticket, which ticketPRO will do, validation of data is equally as important. With a simple gesture, the officer can preview all data pertaining to the citation on one screen and edit/correct the information in question.

#### Features and functions

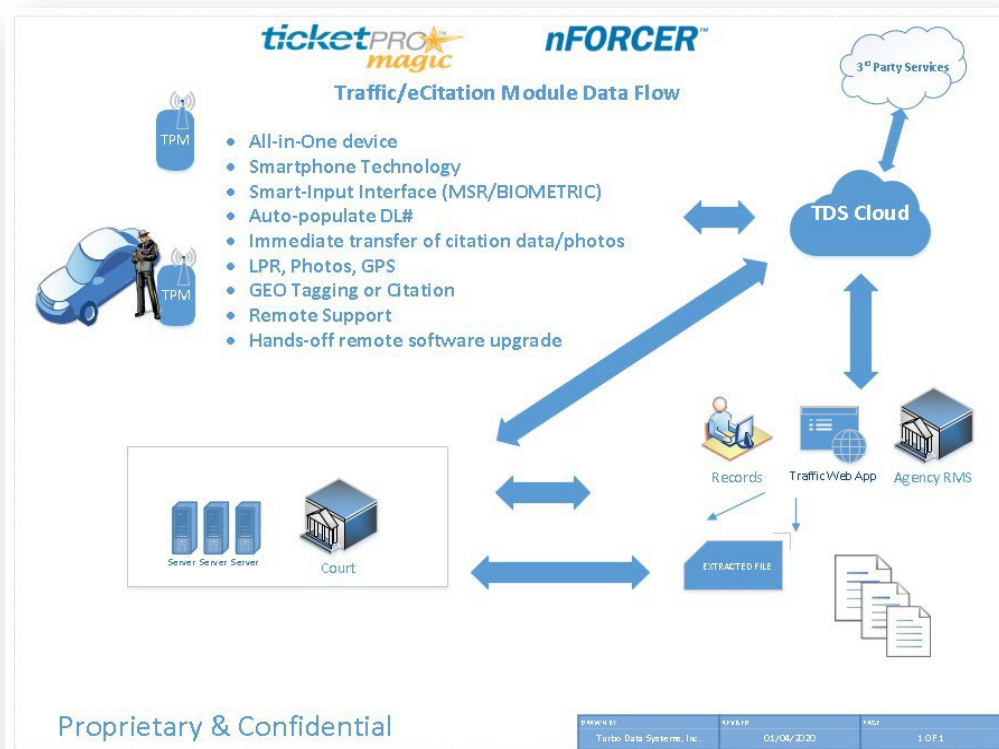
- License Plate Recognition (LPR) feature which will not only decipher the Plate number for all 50 States but also performs returns State, Make, Model and Year of vehicle along with vehicle image capture.
- REAL-TIME Traffic and Parking ticket enforcement solution on a single device.
- Provide a 2-way DL# scan option via laser and Photo scan.
- Optional Built-in Biometric Fingerprint Scanner.
- Cloud ZIP-Code Lookup.
- GPS lookup.
- Geo-Tagging for citation.
- Lookup prior citations based on DL information – based on historical issuance.
- Typed notes and voice dictation notes.
- Add notes during the citation process or any time after printing the ticket.
- Officer citation copy with notes and pictures can be printed and used during court appearance.
- Multiple High-resolution color photo capture. (Vehicle, Person, Evidence, etc.)
- Automatic court date assignment including holiday schedule tracking.
- Support for Judicial Council Standards TR130 (3") e-Citation.
- Single ticket stock for both Traffic & Parking Citations.
- REMOTE support for maintenance and software upgrades.
- Traffic/Moving Violations processing (court submission, amendments TR100).
- City street listings. Adjacent city listings.
- Support for multi-county if needed.
- Citation log to view issued citations and apply specific actions.
- Repeat-ticket and Re-print functionality.
- Notice to Appear and Warning options.
- Support for Arrest Warrant violations.
- Integrate with RIPA STOP app on the same device.

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### Back-Office

TDS provides an easy way to view all traffic ticket data via a secure and simple web interface with very intuitive search, filters, sort and viewing capabilities. Access to Photo, GPS and Maps is also available via this interface. Reporting is also provided for lists or individual citation records. Custom reports can also be provided based on customer requirements. TR-100 corrections are handled via this web interface to simplify the process and create a multi-page PDF with copies to defendant, court, and agency records. Corrections will be digitally archived for later access and review. Multiple corrections can be created and saved for an individual citation.

Data export will be provided in various forms (XML, Excel, CSV, etc.) for electronic filing/submission to the court. Interfacing to Agency records management system (RMS), for example, RIMS and MARK43 are available. TDS will work with the agency's current RMS vendor to coordinate and integrate electronic data transfer if available. This is a major time saver for records staff.



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TDS shall perform the following services in processing all **RIPA SERVICES:**

This solution will provide the necessary tools and processes to comply with the CA AB953 RIPA ACT of 2015. The solution offers newly designed and developed applications to simplify and accurately collect the STOP data required by AB953. In addition to ensuring compliance, the app supports various platforms and conveniences to help maintain consistent data quality and integrity. Our solution offers customization as needed. Below are highlights of the many features and functions available as part of our offering. Our latest version supports the 2024 DOJ requirements.

## RIPA STOP FEATURES

Complete STOP Collection Application Anywhere, Anytime and Anyhow

Convenient, fast, and accurate

Support for Android, iOS, and Windows

Support for custom data collection

- Specify additional questions to collect data not related to RIPA!
- Specify answer type such as single/multiple answers, text response, Yes/No, etc.
- Control if question is required or optional.

Integrated with ticketPRO nFORCER Traffic App.

- Use a list of current sections used for traffic enforcement.
- Use a list of current Cities used as City of occurrence.
- Integrated School list by selected City

Easy enrollment of new users

- Purchase enrollment based on count of users.
- Share enrollment ID with your team.
- Enrollment ID will be used to auto-register each user.
- Track usage and user count
- License re-assignments
- Additional licenses during the year are prorated.

Review and approval

- Designate multiple supervisors to review and approve STOP applications.
- Easy access to review submitted STOP applications via ticketPRO Viewer.
- Associate officers/deputies to a supervisor (teams)
- Auto-filter STOP application by team members.

Setup & Training

- Setup accounts pre and post implementation
- Link accounts to existing systems such as ticketPRO apps
- Provide enrollment guides and assistance.
- Provide online training for multiple groups as needed.

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**Maintenance and support**

- Provide ongoing support and maintenance to ensure compliance with AB953.
- Provide support for account and access related issues.

**Reporting**

- Custom reports will be created and scheduled as needed.
- Predefined reports will be provided on a scheduled basis.
- Reports will include STOP Activities, by group, user, supervisor, etc.
- Advanced reports will include analytics.

**DOJ Export**

- Export data to DOJ on a scheduled basis
- Data format will meet the specification and requirements set by the DOJ.
- Error handling and correction.
- Support for future requirements as they become available.

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**EXHIBIT "B" - CONSIDERATION**

**PARKING CITATION PROCESSING**

|  |   |
|--|---|
| Citation Processing – Electronic Citations                   | \$0.45 per automated citation                   |
| Citation Processing - Manual Citations                       | \$0.65 per manual citation                      |
| Reminder Notices   | \$0.99 per letter mailed                        |
| Final Notices, Other Correspondence                          | \$0.99 per letter mailed                        |
| Paperless Appeals (eAppeals PRO)                             | \$1.50 per appeal                               |
| Administrative Adjudication Letters                          | \$0.99 per letter mailed                        |
| Administrative Adjudication Hearings                         | \$40 per hearing                                |
| Trip Charge for In Person Hearings                           | \$75 per In-Person Trip                         |
| Out of State Processing                                      | 30% of amounts collected                        |
| ICS Delinquent Collections<br>Cost Recovery Option Available | 30% of amounts collected                        |
| FTB Interagency Processing                                   | \$2.50 per letter + 15% of amounts collected    |
| Bank Account Management                                      | \$50 per month                                  |
| Refunds NSF's Chargebacks                                    | \$5 each  |
| Bank Supplies and Charges                                    | pass through – actual cost                      |
| Payment Plan Processing                                      | \$10 per payment plan                           |
| Payment Plan Letters   | \$0.99 per letter mailed                        |
| Credit Card Payment Processing                               | \$3.95 Fee Paid by Violator (subject to change) |
| ticketPRO Magic Handheld Lease                               | \$150 per month (currently 4)                   |

**Fee Increases:**

Postal Rate Increase Offset – Fees will increase immediately to offset the amount of any postal increase.

Annual CPI Increase – Fees may increase according to the CPI for each 12-month period.

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**EXHIBIT "B" - CONSIDERATION**

**ADMINISTRATIVE CITATION PROCESSING**

|   |  |
|---|--|
| <b>Basic Processing Services (Electronic)</b> | <b>\$3.00 per citation</b>                           |
| <b>Basic Processing Services (Manual)</b>     | <b>\$5.00 per citation</b>                           |
| <b>Notice Processing</b>                      | <b>\$0.99 per letter mailed</b>                      |
| <b>Other Correspondence</b>                   | <b>\$0.99 per letter mailed</b>                      |
| <b>Administrative Adjudication Letters</b>    | <b>\$0.99 per letter mailed</b>                      |
| <b>Hearing Examiner Services</b>              | <b>\$65 per hearing</b>                              |
| <b>Trip Charge for In Person Hearings*</b>    | <b>\$240 per In-Person Trip</b>                      |
| <b>*If no in-person parking hearings</b>      |  |
| <b>ICS Delinquent Collections</b>             | <b>20% of amounts collected</b>                      |
| <b>Cost Recovery Options Available</b>        |  |
| <b>FTB Interagency Processing</b>             | <b>20% of amounts collected</b>                      |
| <b>Bank Management</b>                        | <b>\$25 per month (with parking banking service)</b> |
| <b>Refunds NSF's Chargebacks</b>              | <b>\$5 each</b>                                      |
| <b>Bank Supplies and Charges</b>              | <b>pass through – actual cost</b>                    |
| <b>Credit Card Payment Processing</b>         | <b>\$4 minimum or 4% of amount collected</b>         |
|   | <b>Fee Paid by Violator</b>                          |

**Fee Increases:**

Postal Rate Increase Offset – Fees will increase immediately to offset the amount of any postal increase.


Annual CPI Increase – Fees may increase according to the CPI for each 12-month period.



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**EXHIBIT "B" – CONSIDERATION**

**TRAFFIC CITATION PROCESSING**

|  |   |
|--|---|
| <p><b>ticketPRO nFORCER-II ALL-IN-ONE Lease</b></p> <p><b>ticketPRO Mobile Traffic Solution (All-in-one nFORCER-II Print)</b></p> <p>This option is a complete solution that includes phone, printer, software, 4G data plan, support, and maintenance for a single monthly price per unit.</p>  |  |
| <b>Initial One-time Fees</b>   | <b>Unit Cost</b>  |
| <b>ticketPRO Mobile Traffic software setup and configuration:</b> Initial setup and installation of software with agency specific information  | \$100 per unit  |
| <b>60-Month Lease</b>  | <b>Monthly Rate</b>   |
| <p><b>Monthly Lease Details - Rugged Smartphone/Printer Combo + Data Plan</b></p> <ul style="list-style-type: none"> <li>All included, all-in-one rugged nFORCER-II (smartphone + printer)</li> <li>4/5G data plan</li> <li>Docking power stations</li> <li>ticketPRO Mobile Traffic App</li> <li>ticketPRO Mobile Parking &amp; Admin can be available on same device</li> <li>Remote management software</li> <li>ticketPRO Mobile and RM software licenses</li> <li>Maintenance and support</li> <li>nFORCER-II SCAN option (adds laser barcode scanner); <b>Add \$10/month/unit</b></li> </ul> | <p>\$175 per month<br/>Per Unit</p>   |
| <b>Monthly Lease Details</b>   | <b>Rate</b>   |
| <b>Smartphone:</b> Built-in rugged smartphone or equivalent   High-Res Camera   Bluetooth   USB Charging   4/5G LTE  | Included  |
| <b>Printer:</b> Built-in 3" printer.   | Included  |
| <b>Managed 4/5G Voice and Data Plan</b>  | <b>Provided by Agency</b>   |
| <b>ticketPRO Mobile Traffic App for Android:</b> Real-Time citation & photo transfer   Live Lookups for prior citations   Built-in LPR   GPS/GEO Location, signature capture, biometric capture(optional), Driver License 2D Barcode data capture via camera.   Laser barcode scanner optional (nFORCER-II SCAN model only)  | Included  |
| <b>ticketPRO Mobile Software Annual License</b>  | Included  |
| <b>Remote Management Software Maintenance and Support:</b> Remote servicing and updates   Field support including remote-connect assistance   email support for Agency requests  | Included  |

- Sales tax will be applied to all items listed. Rugged Smartphone and printer hardware are subject to availability.
- At the end of the monthly lease, all equipment will be returned to TDS in good working order. If equipment is not returned, the lease will revert to a month-to-month lease with 30 days' notice required prior to turning the equipment in.
- Early Termination Fees will apply. \$95 or \$105 per remaining month for PRINT or SCAN, respectively.
- Lost/Stolen/Fully Damaged Unit replacement is \$3,000/\$3,500 for PRINT/SCAN respectively.

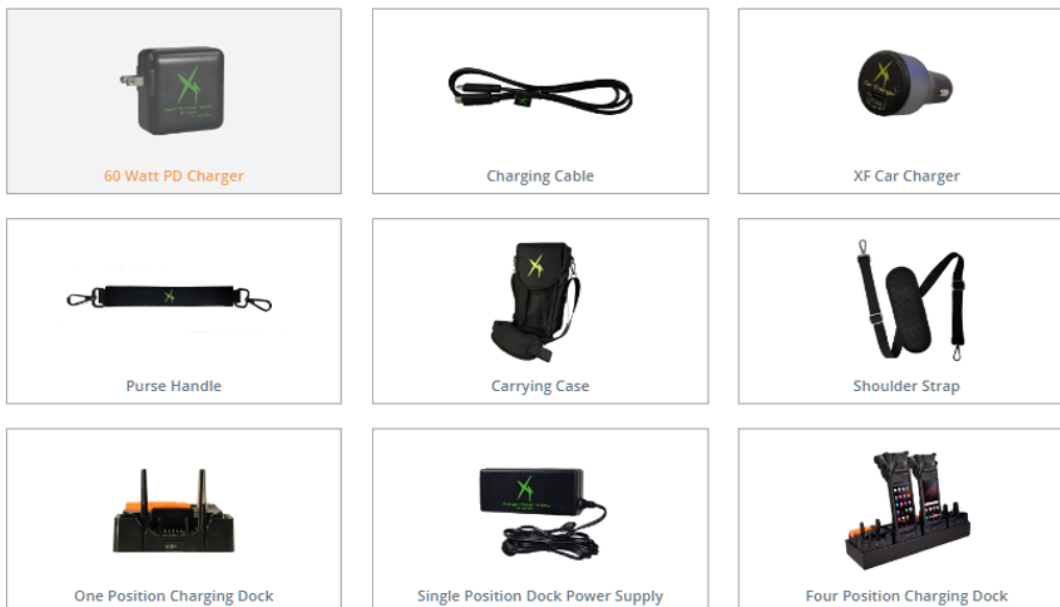
**Disclaimer:** TDS may subscribe to various third-party software services for the purpose of automating input of information while writing the ticket. These services may include Google Maps, location services GPS, LPR services, and VIN lookups. TDS reserves the right, should these services terminate, to disable those services in the software. These services are integrated into the software for convenience and do not affect the issuance of citations.

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### ticketPRO nFORCER-II Accessories and Options

| Item  | Description   | Price       |
|---|---|-------------|
| 1*  | Single Dock with power supply                         | \$ 129.00   |
| 2   | Single Dock without power supply(used with quad base) | \$ 195.00   |
| 3   | Quad Dock base only                                   | \$ 365.00   |
| 4*  | Quad Dock base with docks                             | \$ 1,147.00 |
| 5   | Hot swap Battery                                      | \$ 138.00   |
| 6   | Carry case  | \$ 39.00    |
| 7   | USB Car charger                                       | \$ 64.00    |
| 8   | USB AC Adapter  | \$ 65.00    |
| 9   | Hand strap  | \$ 24.00    |
| 10  | Top Strap   | \$ 24.00    |
| <b>* 1 &amp; 4 are included in the price offering</b> |   |             |

### Accessories



| Electronic Citations                            |           |
|---|-----------|
|   | Unit Cost |
| 4,000 electronic tickets (40 tickets per roll). | \$1,000   |

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## ticketPRO Traffic Citation Processing

| <b>ticketPRO Traffic Processing</b>  | <b>Cost</b>     |
|--|-----------------|
| <b>ticketPRO Platform Hosting and Maintenance</b> <ul style="list-style-type: none"><li>• Cloud Hosting.</li><li>• Provides ongoing support and maintenance of hosting platforms.</li><li>• Provide Testing/Staging environment for early software releases.</li><li>• Online training for traffic Android App and backend.</li><li>• RMS system export - if available and supported by vendor.</li><li>• LA County Traffic court electronic export – if available and supported by court.</li><li>• Electronic 2024 TR130 compliant.</li><li>• Electronic TR100 Correction issuance and archival.</li><li>• Electronic archival of captured images (evidence, person, etc.).</li><li>• Scheduled shift-summary reporting and on-demand reports.</li><li>• Access to ticketPRO <u>TPMViewer</u> Web interface.</li></ul> | \$500/month     |
| <b>Moving citation processing fee</b>  | \$2.00/Citation |

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## RIPA STOP Cost Proposal

The per-user cost model below is tier-based to support agencies with various end-user counts.

| Tier   | Description         | License/Users | Yearly cost<br>Each User |
|--------|---------------------|---------------|--------------------------|
| Level1 | Up to 25 users      | 25            | \$ 144                   |
| Level2 | Up to 100 users     | 100           | \$ 120                   |
| Level3 | More than 100 users | 100+          | \$ TBD                   |

### Monthly Hosting and Maintenance-RIPA

**\$300/month**

- Provides ongoing support and maintenance.
- Free upgrade of multi-platform applications supporting (Android, iOS, and Windows)
- Testing/Staging environment to validate future changes.
- Compliance with DOJ changes.

### Hosting table

| Monthly Hosting and Maintenance User Rate Levels-RIPA |             |
|---|-------------|
| Users   | Cost        |
| 1-25  | \$300/month |
| 26-50   | \$500/month |
| 51-75   | \$700/month |
| 76-100  | \$900/month |
| 100 and UP  | TBD         |

## RIPA 2024 backlog

Turbo Data will provide access to the 2024 version of RIPA via the web to support entering the current backlog of pending RIPA activities. TDS will also facilitate submitting the 2024 data to the DOJ service. This will require access credentials to the DOJ SFTP servers which DOJ typically will provide the agency. Officer unique DOJ RIPA IDs will also be required in advance.

## RIPA Service Terms

Setup fees waved.

Per STOP Application fees waved.

Licenses are purchased and renewed annually.

Licenses can be re-assigned when user accounts are relinquished. Additional licenses purchased during a single year will be prorated.

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**Cost Estimate/projections (Hardware Lease and Services)**

**ticketPRO nFORCER-II Processing with Lease Estimate – 4 UNITS**

| <b>Lease + Traffic Annual Processing Estimate</b> | <b>Year1</b>    | <b>Year2</b>    | <b>Year3</b>    | <b>Year4</b>    | <b>Year5</b>     |
|---|-----------------|-----------------|-----------------|-----------------|------------------|
| Install/Configure ticketPRO Mobile Software       | \$500           |                 |                 |                 |                  |
| nFORCER-II LASER SCAN Lease (4 units)             | \$8,880         | \$8,880         | \$8,880         | \$8,880         | \$8,880          |
| Traffic Hosting                                   | \$6,000         | \$6,000         | \$6,000         | \$6,000         | \$6,000          |
| RIPA Hosting                                      | \$3,600         | \$3,600         | \$3,600         | \$3,600         | \$3,600          |
| RIPA Licensing (32 officers)                      | \$3,840         | \$3,840         | \$3,840         | \$3,840         | \$3,840          |
| <b>Annual Estimate Totals</b>                     | <b>\$22,820</b> | <b>\$22,320</b> | <b>\$22,320</b> | <b>\$22,320</b> | <b>\$22,320</b>  |
| <b>5-Year Total (Lease)</b>                       |                 |                 |                 |                 | <b>\$112,100</b> |

**ticketPRO nFORCER-II Processing with Lease Estimate – 5 UNITS**

| <b>Lease + Traffic Annual Processing Estimate</b> | <b>Year1</b>    | <b>Year2</b>    | <b>Year3</b>    | <b>Year4</b>    | <b>Year5</b>     |
|---|-----------------|-----------------|-----------------|-----------------|------------------|
| Install/Configure ticketPRO Mobile Software       | \$500           |                 |                 |                 |                  |
| nFORCER-II LASER SCAN Lease (5 units)             | 11,100          | 11,100          | 11,100          | 11,100          | 11,100           |
| Traffic Hosting                                   | \$6,000         | \$6,000         | \$6,000         | \$6,000         | \$6,000          |
| RIPA Hosting                                      | \$3,600         | \$3,600         | \$3,600         | \$3,600         | \$3,600          |
| RIPA Licensing (32 officers)                      | \$3,840         | \$3,840         | \$3,840         | \$3,840         | \$3,840          |
| <b>Annual Estimate Totals</b>                     | <b>\$24,540</b> | <b>\$24,540</b> | <b>\$24,540</b> | <b>\$24,540</b> | <b>\$24,540</b>  |
| <b>5-Year Total (Lease)</b>                       |                 |                 |                 |                 | <b>\$123,200</b> |

**ticketPRO nFORCER-II Traffic Services/Supplies - Estimate**

|  | <b>Year1</b>   | <b>Year2</b>   | <b>Year3</b>   | <b>Year4</b>   | <b>Year5</b>    |
|--|----------------|----------------|----------------|----------------|-----------------|
| Issuance Estimate (2,000 citations annually) | \$4,000        | \$4,000        | \$4,000        | \$4,000        | \$4,000         |
| TR130 3" Traffic rolls (2k tickets)          | \$500          | \$500          | \$500          | \$500          | \$500           |
| <b>Annual Estimate Totals</b>                | <b>\$4,500</b> | <b>\$4,500</b> | <b>\$4,500</b> | <b>\$4,500</b> | <b>\$4,500</b>  |
| <b>5-Year Total</b>                          |                |                |                |                | <b>\$22,500</b> |

### Administrative Citations Issued

|     | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|-----|------|------|------|------|------|------|------|
| Jan |      |      | 15   | 12   | 7    | 7    | 17   |
| Feb |      |      | 18   | 11   | 6    | 13   | 17   |
| Mar |      |      | 7    | 13   | 5    | 11   | 21   |
| Apr |      | 1    | 0    | 21   | 3    | 12   | 19   |
| May |      | 1    | 0    | 13   | 7    | 13   | 10   |
| Jun |      | 10   | 4    | 24   | 6    | 13   | 3    |
| Jul |      | 20   | 12   | 9    | 6    | 19   | 5    |
| Aug |      | 17   | 10   | 12   | 4    | 6    | 14   |
| Sep |      | 22   | 11   | 10   | 27   | 20   | 18   |
| Oct |      | 11   | 17   | 17   | 14   | 15   |      |
| Nov |      | 5    | 7    | 19   | 28   | 5    |      |
| Dec |      | 14   | 12   | 5    | 4    | 11   |      |
|     | 0    | 101  | 113  | 166  | 117  | 145  | 124  |

### Notice to Appear Issued

|     | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|-----|------|------|------|------|------|------|------|
| Jan |      |      |      | 34   | 27   | 26   | 58   |
| Feb |      |      |      | 44   | 28   | 30   | 38   |
| Mar |      |      |      | 47   | 26   | 46   | 46   |
| Apr |      |      |      | 29   | 128  | 29   | 56   |
| May |      |      |      | 54   | 76   | 31   | 54   |
| Jun |      |      |      | 28   | 38   | 108  | 69   |
| Jul |      |      |      | 35   | 24   | 23   | 65   |
| Aug |      |      |      | 42   | 49   | 26   | 45   |
| Sep |      |      |      | 45   | 62   | 52   | 68   |
| Oct |      |      |      | 39   | 31   | 22   |      |
| Nov |      |      |      | 33   | 47   | 17   |      |
| Dec |      |      |      | 17   | 40   | 12   |      |
|     | 0    | 0    | 0    | 447  | 576  | 422  | 499  |

### Number of Parking Citations Issued

|     | 2018 | 2019  | 2020  | 2021 | 2022 | 2023 | 2024 |
|-----|------|-------|-------|------|------|------|------|
| Jan | 827  | 1094  | 1060  | 750  | 663  | 1142 | 802  |
| Feb | 749  | 784   | 710   | 733  | 462  | 758  | 665  |
| Mar | 717  | 1073  | 873   | 985  | 666  | 812  | 681  |
| Apr | 583  | 1014  | 789   | 682  | 718  | 884  | 611  |
| May | 643  | 1233  | 780   | 650  | 330  | 760  | 841  |
| Jun | 645  | 1100  | 866   | 920  | 471  | 586  | 596  |
| Jul | 782  | 1198  | 884   | 774  | 302  | 571  | 769  |
| Aug | 1290 | 1028  | 925   | 754  | 532  | 730  | 798  |
| Sep | 948  | 944   | 952   | 811  | 390  | 584  | 1046 |
| Oct | 896  | 1227  | 1019  | 717  | 428  | 577  |      |
| Nov | 720  | 739   | 748   | 640  | 365  | 608  |      |
| Dec | 1014 | 1133  | 942   | 776  | 817  | 955  |      |
|     | 9814 | 12567 | 10548 | 9192 | 6144 | 8967 | 6809 |





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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Fabian Valdez, Police Chief  
Jennifer Spatig, Management Analyst

**Date:** November 18, 2024

**Subject:** Consideration to Adopt a Resolution Accepting the California Department of Justice Tobacco Grant Program Funds to Support the Under-Age Tobacco Purchase Prevention Program, and Adopt a Resolution to Appropriate the Funds

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8347 (Attachment "A") authorizing the City Manager to execute Memorandum of Understanding (MOU) No. DOJ-PROP56-2024-25-1-062 with the Department of Justice;
- b. Accept the California Department of Justice (DOJ) Tobacco Grant Program MOU (Exhibit "A" to Attachment "A" – Contract No. 2325) in the amount of \$92,241 to support the Police Department's Under-Age Tobacco Purchase Prevention Program;
- c. Adopt Resolution No. 8348 (Attachment "B") amending the budget for Fiscal Year (FY) 2024-2025 to appropriate the grant revenues and expenses; and
- d. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. In May 2024, the Police Department was notified of a Request for Proposals (RFP) for a Department of Justice (DOJ) Tobacco Grant funding for programs aimed at reducing illegal retail sales and/or marketing tobacco products to minors and youth.
2. On June 3, 2024, the City Council authorized the submittal of a grant application to the DOJ Tobacco Grant Program in an amount up to \$100,000 to support the Police Department's Under-Age Tobacco Purchase Prevention Program.

**Consideration to Adopt a Resolution Accepting the California Department of Justice Tobacco Grant Program Funds to Support the Under-Age Tobacco Purchase Prevention Program, and Adopt a Resolution to Appropriate the Funds**

Page 2 of 3

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3. On June 28, 2024, the Police Department submitted a grant application requesting funds in the amount of \$92,241 for tobacco retailer inspections and enforcement operations.
4. On October 16, 2024, the Police Department received notice of award from the DOJ (Attachment "C") and submitted a Letter of Intent to seek a resolution from the City Council accepting the award.

**ANALYSIS:**

The Department of Justice (DOJ) Tobacco Grant is funded by a \$2.00 tax increase on cigarettes and tobacco products that began in April 2017 under Proposition 56, the California Healthcare, Research, and Prevention Tobacco Tax Act. A portion of this revenue is allocated to the DOJ to reduce illegal retail sales and marketing of tobacco products, including e-cigarettes, to minors. Through the Tobacco Grant Program, the Attorney General's Office distributes funds to local law enforcement agencies. Since 2017, approximately \$184.7 million has been awarded.

The DOJ prioritizes funding for activities such as enforcing state tobacco laws and local ordinances, conducting retailer inspections and compliance checks, and providing education and diversion programs for violators. Prohibited activities include school-based enforcement, media campaigns, and efforts not directly related to illegal retail sales.

In alignment with the DOJ's funding priorities (Attachment "D"), the Police Department submitted an application for a three-year grant to support the following activities, all designed to reduce youth access to tobacco products and ensure compliance with tobacco laws. The City's grant application was approved, which includes funding for the following activities over the next three (3) years:

- **16 Tobacco Retailer Inspections per year** to verify compliance with state and local laws, ensure proper licensing and signage, and prevent sales to minors.
- **3 Minor Decoy Operations per year** at San Fernando's 16 tobacco retailers. Underage decoys, supervised by law enforcement, will attempt to purchase tobacco products to test retailer compliance.
- **3 Shoulder Tap Operations per year**, where minors, under law enforcement supervision, will ask adults outside retail establishments to purchase tobacco products for them, testing compliance with tobacco laws.

The Tobacco Program Grant will cover the overtime costs associated with these activities. The grant period is November 1, 2024 to June 30, 2028.

**Consideration to Adopt a Resolution Accepting the California Department of Justice Tobacco Grant Program Funds to Support the Under-Age Tobacco Purchase Prevention Program, and Adopt a Resolution to Appropriate the Funds**

Page 3 of 3

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**BUDGET IMPACT:**

The DOJ Tobacco Grant will cover the cost of the approved grant activities. As a reimbursable grant, the Police Department is required to enter into an agreement with the California DOJ to administer the grant. Adoption of the attached resolution is necessary to amend the FY 2024-2025 Adopted Budget to appropriate the grant revenues (110-3696-3632) and expenditures (110-225-3632-4105) for the Tobacco Grant.

**CONCLUSION:**

Staff recommends adopting a resolution authorizing the City Manager to accept the Tobacco Grant Program funds, and adopting a resolution to appropriate the funds.

**ATTACHMENT(S):**

- A. Resolution No. 8347, including:
  - Exhibit "A": Contract No. 2325 – Department of Justice Tobacco Grant MOU
- B. Resolution No. 8348
- C. Tobacco Grant Notice of Award Letter
- D. Tobacco Grant Summary of Award

**RESOLUTION NO. 8347**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE  
MEMORANDUM OF UNDERSTANDING NO. DOJ-PROP56-2024-25-1-  
062 ACCEPTING CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO  
GRANT PROGRAM GRANT FUNDS TO SUPPORT THE UNDER-AGE  
TOBACCO PURCHASE PREVENTION PROGRAM**

**WHEREAS**, the City Council of the City of San Fernando desires to undertake a certain project designated as 2024-2028 Tobacco Grant Program (TGP) to be financed with funds made available through the California Department of Justice (DOJ) administered by the Office of the Attorney General.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The City Manager is authorized to execute, on behalf of the San Fernando City Council, the attached Memorandum of Understanding No. DOJ-PROP56-2024-25-1-062 (Exhibit "A" – Contract No. 2325), in the amount of \$92,241, with the DOJ, and to execute and submit all other necessary grant documents, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

**SECTION 2.** It is agreed that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and authorizing agency. The State of California Department of Justice disclaim responsibility for any such liability.

**SECTION 3.** The grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**SECTION 4.** This award is not subject to local hiring freezes.

**SECTION 5.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED THIS 18<sup>th</sup> day of November, 2024.**

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Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8347 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 18<sup>th</sup> day of November, 2024, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2024.

---

Julia Fritz, City Clerk



# Tobacco Grant Program

## Grant Services Branch – Local Assistance

### Division of Operations

RES. NO. 8347  
EXHIBIT "A"  
CONTRACT NO. 2325

San Fernando Police Department

DOJ-PROP56-2024-25-1-062

## MEMORANDUM OF UNDERSTANDING

### PURPOSE

This Memorandum of Understanding ("MOU") is entered into by the Department of Justice ("DOJ") and the San Fernando Police Department ("Grantee"), for the purpose of disbursing grant funds to Grantee for reimbursement of expenditures in compliance with the California Code of Regulations and the Fiscal Year 2024-25 Grantee Handbook.

Commencing January 1, 2023, the California Code of Regulations, Title 11, Division 1, Chapter 5: Department of Justice Tobacco Grant Program ("TGP Regulations") shall govern the policies and procedures of the Tobacco Grant Program.

The TGP Regulations, Request for Proposals, Grantee Handbook (dated April 2024), and Summary of Award document are hereby incorporated by reference into this MOU. Grantee will expend funds for the purposes identified in the approved Summary of Award document. Reimbursements are to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016, approved by the voters as Proposition 56.

### COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee's actual expenditures in performing the project or scope of work included in the approved Summary of Award document. Reimbursements for line items in the approved Budget Detail will be made upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the TGP Regulations and Grantee Handbook.

### BUDGET CONTINGENCY CLAUSE

It is mutually agreed, if the Budget Act of the current fiscal year and/or any subsequent years covered under the MOU does not appropriate sufficient funds, the MOU shall be of no further force and effect. In the event this situation occurs, DOJ shall have no liability to reimburse/pay any funds to Grantee, or to furnish any other considerations under this MOU. As well, Grantee shall not be obligated to continue performing the provisions of this MOU, for which the Grantee would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, DOJ shall have the option to either cancel this MOU with no liability occurring to DOJ or offer an addendum to the Grantee to reflect the reduced amount.

### PROJECT BREACH-TERMINATION

Failure of a Grantee to comply with this MOU or the TGP Regulations shall be treated by DOJ as a breach of contract. If an act of noncompliance occurs, DOJ may take actions described within the TGP Regulations, including termination. DOJ may terminate this MOU and be relieved of any obligation to disburse grant funds to Grantee should Grantee fail to perform the scope of work at the time and in the manner provided in this MOU.



## San Fernando Police Department

DOJ-PROP56-2024-25-1-062

**MISCELLANEOUS PROVISIONS**

Addendum – No addendum or variation of the terms of this MOU is valid unless made in writing and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Certifications – Grantee certifies that it does not receive funding from a manufacturer, distributor, or advertiser of Cigarettes or Tobacco Products. Grantee further certifies that grant funds will not supplant existing state or local funds dedicated for the same purpose.

**TERMS**

Grant Duration: **11/1/2024 – 6/30/2028**

| Award Amount                               |                        |                        |                        |                        |
|--|------------------------|------------------------|------------------------|------------------------|
| Category of Expenditure                    | Budget<br>FY 2024-2025 | Budget<br>FY 2025-2026 | Budget<br>FY 2026-2027 | Budget<br>FY 2027-2028 |
| Personal Services                          | \$30,747               | \$30,747               | \$30,747               | \$                     |
| Operating Expenses and<br>Equipment        | \$0                    | \$0                    | \$0                    | \$                     |
| Administrative Costs (Not to<br>Exceed 5%) | \$0                    | \$0                    | \$0                    | \$                     |
| <b>TOTAL AWARD AMOUNT</b>                  | <b>\$92,241</b>        |                        |                        |                        |

The time limit for reimbursements against this award ends 6/30/2028. Requests for reimbursement received after 7/15/2028 cannot be considered by DOJ.

**GRANTEE CONTACT INFORMATION**

Jennifer Spatig, Management Analyst  
San Fernando Police Department  
910 First Street  
San Fernando, CA 91340  
818-898-1254  
jspatig@sfcity.org

**San Fernando Police Department****DOJ-PROP56-2024-25-1-062**

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**AUTHORIZATION**

DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be e-mailed to [TobaccoGrants@doj.ca.gov](mailto:TobaccoGrants@doj.ca.gov), care of the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

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**Nick Kimball**

City Manager

City of San Fernando

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Date

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**JENNIFER IVERY JOHNSON, Grant Manager**

Division of Operations

California Department of Justice

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Date

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**NICOLE LEARNED, Administrative Manager**

Division of Operations

California Department of Justice

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Date

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**CHRIS RYAN, Chief**

Division of Operations

California Department of Justice

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Date

**RESOLUTION NO. 8348****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025  
ADOPTED ON JULY 1, 2024, ALLOCATING DEPARTMENT OF JUSTICE  
TOBACCO GRANT PROGRAM GRANT FUNDS TO SUPPORT THE POLICE  
DEPARTMENT'S TOBACCO ENFORCEMENT EFFORTS**

**WHEREAS**, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2024-2025, commencing July 1, 2024, and ending June 30, 2025; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to support the Police Department's Tobacco Enforcement Program aimed to reduce underage tobacco use, reduce youth access to tobacco through minor decoy operations, shoulder tap operations and tobacco retailer inspections;

**WHEREAS**, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2024 and ending July 30, 2025, a copy of which is on file in the City Clerk's Office, was adopted on July 1, 2024.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The following adjustments are made to the City Budget:

**ALLOCATION OF DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM GRANT FUNDS**

## Increase in Revenues

|                           |           |
|---------------------------|-----------|
| Account No. 110-3696-3632 | \$ 92,241 |
|---------------------------|-----------|

## Increase in Expenditures

|                               |           |
|-------------------------------|-----------|
| Account No. 110-225-3632-4105 | \$ 92,241 |
|-------------------------------|-----------|

**SECTION 2.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED THIS 18<sup>th</sup> day of November 2024.**

---

Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8348 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 18<sup>th</sup> day of November, 2024, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2024.

---

Julia Fritz, City Clerk

C A L I F O R N I A  
DEPARTMENT OF JUSTICE**Rob Bonta**  
**Attorney General**

DIVISION OF OPERATIONS  
OFFICE OF THE CHIEF  
GRANT SERVICES BRANCH  
TOBACCO GRANT PROGRAM  
P.O. Box 160187  
Sacramento, CA 95816-0187  
Telephone: (916) 210-6422  
E-Mail Address: TobaccoGrantRFP@doj.ca.gov

October 16, 2024

Jennifer Spatig, Management Analyst  
San Fernando Police Department  
910 First Street  
San Fernando, CA 91340

Re: Tobacco Grant Award Notification Fiscal Year 2024-25 (RFP: DOJ-PROP56-2024-25-1)

Dear: Jennifer Spatig

Congratulations! On behalf of the California Department of Justice (DOJ), Tobacco Grant Program, I am pleased to inform you that your agency's grant application for the fiscal year 2024-25 grant cycle has been approved for grant funds authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016. **The total amount of your agency's grant award is \$92,241.**

The Tobacco Grant Program award process is highly competitive, and for the 2024-25 grant cycle, the Department received over \$50 million in requests. As noted in the application materials, grant funding prioritized support for local retailer enforcement, including enforcement of flavored tobacco bans. Consequently, some awards were approved with modifications to align with these funding priorities. Attached is a Summary of the Award and Budget Detail outlining the funding provided along with any modifications applied.

**To accept the 2024-25 grant award, please complete and return a signed copy of your Letter of Intent (see template and instructions attached) by email within 15 calendar days of the date of this letter.** This letter will affirm either:

1. Your agency will seek a resolution from the governing body to accept the award (*if your agency has a governing body*); OR
2. No governing body exists and no resolution is required.

Please email the signed Letter of Intent as noted above to [TobaccoGrantRFP@doj.ca.gov](mailto:TobaccoGrantRFP@doj.ca.gov) with the subject line including the name of your agency: "FY 24-25\_Letter of Intent\_San Fernando Police Department." Upon receipt of this information, DOJ will provide your agency with additional documents for execution/use (e.g., Memorandum of Understanding, Governing Body Resolution template, Grantee Handbook, etc.). These documents will contain more

October 16, 2024

Page 2

information about the process for reimbursement and other important details. Activities for reimbursement under this grant may commence on or after November 1, 2024 depending upon your selected start date.

Should you have any questions regarding this letter or the required follow up information, please email [TobaccoGrantRFP@doj.ca.gov](mailto:TobaccoGrantRFP@doj.ca.gov).

Sincerely,



JENNIFER IVERY JOHNSON  
Manager, Grant Services Branch

For     ROB BONTA  
         Attorney General

Attachments:  
Letter of Intent  
Summary of Award  
Budget Detail



## Tobacco Grant Program GRANT SERVICES BRANCH – LOCAL ASSISTANCE DIVISION OF OPERATIONS

# TOBACCO GRANT SUMMARY OF AWARD

## DOJ-PROP56-2024-25-1-062

### **SAN FERNANDO POLICE DEPARTMENT**

This Summary of Award document will be used by the Tobacco Grant Program when determining whether an activity or expense claimed was approved for funding and is reimbursable. Activities other than those presented here may not be reimbursable. A Grant Modification may be necessary for material deviations. Please consult with your Grant Program Officer *before* engaging in any activity beyond this scope.

***By signing the Memorandum of Understanding, your agency agrees to the commitments outlined below and this document becomes part of the Grant Agreement.***

### AWARD SUMMARY

**Award Amount: \$92,241**

**Requested Amount: \$92,241**

**Removed from Award: N/A**

**Reduced Line Items: N/A**

**Other Changes or Stipulations: N/A**

### IMPORTANT PROVISIONS FOR ALL GRANTEES

#### **I. Enforcement Activities**

- a. Authorized - If enforcement activities were proposed, **only** activities that target retailers for illegal sales/marketing of tobacco products were approved. It is expected that the flavor ban will be enforced within one or more enforcement activities.
- b. Unauthorized - Community or school patrols, or other enforcement actions related to tobacco use and possession, are **not** permitted.

#### **II. Educational Activities**

- a. Authorized – Retailer and/or officer educational activities on tobacco laws and ordinances, if included, are authorized as noted below.
- b. Unauthorized – School or community education efforts, including media campaigns, are **not** permitted as part of this award. All educational efforts should be directed to retailers and/or officers.

#### **III. Removed Personnel or Other Items**

- a. If specific personnel or other items were removed and not funded, they cannot be reinstated during the grant term.

#### **IV. Reduced Line Items**

- a. If a specific line item was reduced, the intention was to not fully fund it or the activities it represents.

#### **V. Mileage/Fuel**

- a. Budgets that include mileage or fuel were amended to include both together in one line item for flexibility and the type of backup documentation available. Mileage is limited to the state rate in effect at the time of travel.

#### **VI. Equipment**

- a. All equipment items must be purchased during the first year of the grant as noted on the Budget Detail. Their awarding is intended to support project goals and be used to support grant activities throughout the grant term.

***Please reference the Tobacco Grant Program Grantee Handbook for more information regarding allowable costs.***

## **GOALS AND ACTIVITIES**

### ***Retail Inspections***

- Per year, **16** retailers will be inspected.
- Additional details regarding these inspections:
  - Inspections of San Fernando's 16 licensed retailers will be conducted each year of the grant.

### ***Minor Decoy Operations***

- Per year, **3** minor decoy operations will be conducted.
- Per year, **16** retailers will be targeted through these operations.
- Additional details regarding these operations:
  - San Fernando Police Department will conduct a total of nine minor decoy operations targeting the city's 16 licensed tobacco retailers.

### ***Shoulder Tap Operations***

- Per year, **3** shoulder tap operations will be conducted.
- Per year, **16** retailers will be targeted through these operations.
- Additional details regarding these operations:
  - The San Fernando Police Department will conduct a total of nine shoulder tap operations targeting the city's 16 tobacco retailers.

### ***Undercover Buys***

N/A



*Retailer Education*

N/A

*Enforcement Officer Education*

- N/A

*Prosecution*

N/A

*Task Force*

N/A

*Other Activities*

N/A

## **PARTNERING AGENCIES**

Based upon the proposal submitted and any subsequent modifications approved by DOJ, the following agencies are expected to partner with and support the activities and fulfillment of goals referenced above:

N/A

***Please notify your Grant Program Officer of any proposed changes to partnering agencies, particularly if they are included within your budget.***

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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erika Ramirez, Director of Community Development

**Date:** November 18, 2024

**Subject:** A Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone in Designated Areas of the City and Amending the Zoning Map of the City of San Fernando to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts; Adopt an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels; and Adopting Mitigated Negative Declaration Addendums

### RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, approve introduction for first reading, in title only, and waive further reading of Ordinance No. 1728 (Attachment “A”) titled, “An Ordinance of the City Council of the City Of San Fernando, California amending Chapter 106 (Zoning) of the San Fernando Municipal Code to establish the Mixed Use Overlay Zone in Designated Areas of the City; amending the Zoning Map of the City of San Fernando to add the Mixed Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts; and adopting a California Environmental Quality Act Mitigated Negative Declaration Addendum”; and
- c. Introduction for first reading, in title only, and waive further reading of Ordinance No. 1729 (Attachment “B”) titled, “An Ordinance of the City Council of the City Of San Fernando, California amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to add the Downtown Residential Overlay and Flex Use Overlay to 11 parcels and adopting a California Environmental Quality Act Mitigated Negative Declaration Addendum.”

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**BACKGROUND:**

1. On December 20, 2017, the City Council adopted Ordinance No. 1671 adopting the San Fernando Corridors Specific Plan (SP-5) with the purpose of transforming Truman Street, San Fernando Road, Maclay Avenue, and First Street into attractive, livable, and economically vibrant districts.
2. On June 6, 2022, the City Council adopted Resolution No. 8153 approving and adopting the City of San Fernando 2021-2029 Housing Element, which includes a Housing Plan with Goals, Policies, and Programs aimed at addressing the City's housing needs.
3. In 2022, the State Legislature passed Assembly Bill (AB) 1398, which requires jurisdictions to implement actions in their Housing Plan and provides appropriate zoning for these housing opportunity sites no later than October 2024.
4. On September 9, 2024, staff prepared a presentation for the Planning and Preservation Commission and Community to facilitate a workshop discussion. The Planning and Preservation Commission discussed the Mixed Use Overlay/Specific Plan projects, providing their feedback for the Mixed Use Overlay ordinance.
5. On October 14, 2024, a public hearing was held before the Planning and Preservation Commission to consider and provide a recommendation to the City Council on the proposed Mixed Use Overlay ordinance and Specific Plan amendment.

**ANALYSIS:**

The Housing Element of the City's general plan serves as a comprehensive framework for addressing the housing needs of the community across all income levels, as set by the state of California. It outlines the City's policies, goals, and programs to create, preserve, and improve housing opportunities and affordability. This element is crucial in meeting state-mandated requirements, ensuring the provision of adequate land for residential development, and promoting fair housing practices. In the current Housing Element, the City considered potential development on suitable sites and identified how zoning and development standards on the sites will facilitate housing. From this inventory, the City identified commercial zoned sites and Specific Plan sites as "Opportunity Sites" for future housing development.

Assembly Bill (AB) 1398, requires zoning changes for designated housing opportunity sites to occur no later than October 2024. Funds dedicated to the completion of this project were

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allocated through an enhancement approved by City Council as part of the Fiscal Year 2024-2025 Adopted Budget. Due to this time-sensitive deadline, staff selected Precision Civil Engineering through a call for service from the City's list of pre-approved on-call planning consultants, to assess and complete the project of implementing overlays onto the opportunity sites. This selection process allowed the City to expedite the completion of the project.

Precision Civil Engineering's scope of work included developing a community engagement plan, analyzing the Housing Element programs, developing a strategy to meet the intent of increasing density on the identified housing opportunity sites, create the draft Mixed-Use Overlay ordinance and the draft updates to the City Zoning Map and SP-5 Land Use Map as described in detail below.

**Mixed-Use Overlay.**

A typical mixed-use overlay zone is designed to promote development that combines residential, commercial, and sometimes industrial uses within a designated area. These overlays typically allows for flexible zoning standards that encourage a blend of uses in close proximity, maximizing land use efficiency, reducing reliance on car travel, and supporting economic vitality and social interaction. By facilitating a mix of uses, these overlay zones are intended to help create lively neighborhoods, enhance urban design, and support sustainable development goals.

The City's Housing Element identified the creation of the Mixed-Use Overlay (MUO) as one of the actions necessary to help the City meet its housing goals (Goal 5.0 Policy 5.1). The purpose of the MUO is to allow residential development on commercially zoned parcels and to create standards for this development. The proposed overlay district would apply to identified C-1 and C-2 zoned properties (112 parcels totaling 37.95 acres) to facilitate and encourage investment and redevelopment of commercial areas with residential uses. The Overlay would create flexibility for existing commercial properties by allowing 100% commercial development, 100% residential development, or Mixed-Use development.

As noted above, 100% commercial uses would still be permitted, thus proposed commercial projects within the MUO would see no change to current allowances and requirements. In addition, 100% residential projects would also be permitted within the Overlay. Development standards have been designed to permit a density of 24-35 dwelling units per acre.

The third development option of mixed-use projects is also proposed within the Overlay. As the name suggests, a mixed use project requires a mix of non-residential and residential uses. Development standards for mixed use projects would require a minimum floor area of 25% for non-residential uses and a required density of 20-35 dwelling units per acre, as outlined in Sec. 106-674 (Development Standards) of the Mixed Use Overlay Zone.

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The new development standards for mixed use and residential only developments within the MUO are allowed density, setbacks, site coverage and building standards. The goal of these standards is to encourage quality pedestrian-friendly, mixed-use and residential development along these commercial corridors that are compatible with the surrounding community.

**Specific Plan Overlays.**

A typical specific plan overlay provides a tailored regulatory framework that guides the development of a particular area within a city, often with unique goals or vision. It serves as a tool for implementing a city's general plan by offering detailed standards, policies, and design guidelines that address the unique characteristics and needs of the area in question. Specific plan overlays can address land use, infrastructure, design, and community amenities, promoting cohesive and context-sensitive development while allowing for flexibility to adapt to changing conditions or objectives within the targeted area.

The City's Corridors Specific Plan (SP-5) provides opportunities for residential development and allows the opportunity for increased housing capacity through the use of Overlay Districts. Parcels in the SP-5 were also identified as part of the Housing Element's Goal 5, Policy 5.1 to accommodate an increase of density to meet the City's Regional Housing Needs Allocation (RHNA) of 1,795 units. In order to allow higher density on these parcels, existing Overlay Districts will be applied to specific properties within the specific plan area. In order to apply the overlay, Figure 4.1- City Land Use Districts and Overlays Map in Corridors Specific Plan (SP-5) will be amended to add an overlay to certain identified parcels.

There are two existing specific plan overlays that allow housing, including the Flex-Use Overlay and the Downtown Residential Overlay. The Flex-Use Overlay allows for a density of 24-37 dwelling units/acre and the Downtown Residential Overlay allows for a density of 24-50 dwelling units/acre. The overlay districts will be added to 12 parcels totaling 7.39 acres within the Downtown, Workplace Flex, and General Neighborhood Zone districts.

One (1) parcel within the Downtown District will receive the Downtown Residential Overlay which would allow for a density of 24-50 dwelling units/acre. Two (2) parcels within the General Neighborhood District will receive the Flex Use Overlay allowing for a density of up to 43 dwelling units/acre, and nine (9) parcels within the Workplace Flex District will receive the Flex-Use Overlay allowing for a density of 24-37 dwelling units/acre. A map of these parcel is included as Attachment "B."

**Community Engagement.**

In accordance with the City's adopted Community Engagement Framework, a community engagement plan was created for the project. This plan included engagement opportunities as described below. Social media posts, notification in the City Manager's monthly newsletter and



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letters and emails to affected property owners and local or industry developers were provided. The community engagement activities for the proposed project included the following:

- *Community Survey:* The City conducted a community survey in English and Spanish to gauge the opinions of mixed-use development. It was open from August 9, 2024, to October 5, 2024. To date, the City has received 45 responses.
- *Property Owner Meeting/Workshop:* The City facilitated two Property Owner Meetings/Workshops to inform affected property owners. The meetings/workshops were held on September 4, 2024, and September 24, 2024, by Zoom. There were 6 attendees.
- *Planning and Preservation Commission/Community Workshop:* The City presented and introduced the project to the Planning and Preservation Commission and to the community on September 9, 2024.
- *Stakeholder Focus Group:* The City invited 21 stakeholders in the design and development community to participate in one of two focus groups to facilitate a conversation about mixed-use development constraints and opportunities. The focus groups were held on September 17, 2024, and September 19, 2024. There was 1 attendee.
- *Website:* The City has posted project-specific content to the Community Development website as a source for project information.

The Planning Division received a number of phone calls, emails and in person visits from affected property owners with questions pertaining to the amendments. Overall, they wanted to understand what the amendments meant in regards to the opportunity for development of their properties. No comments in opposition to the amendment were received; however, an owner of a property not included in the overlay requested to be included in the overlay. The said property, located at 1817-1825 First Street, was able to be included.

**Environmental Review.**

Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15164, an addendum to the previously approved Mitigated Negative Declaration (“MND”)(SCH#2021120390) for the San Fernando 2021-2029 Housing Element Update, dated December 16, 2021, has been prepared for the proposed project.

**Planning and Preservation Commission Review.**

The Planning and Preservation Commission (“Planning Commission”) held a public hearing to consider the project at a regular meeting on October 14, 2024. The Commission discussed issues including parking, compatibility in the neighborhoods, and traffic. The Planning Commission approved one of the two resolutions presented for consideration.

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On a 2-3-0 vote, the Planning Commission denied the adoption of Resolution No. 2024-03 for recommending that the City Council amend Chapter 106 (Zoning) of the San Fernando Municipal Code to establish the Mixed-Use Overlay Zone in Designated Areas of the City and amendment of the Zoning Map of the City of San Fernando to add the Mixed Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts. The Commission denied the adoption of the resolution due to concerns about increased residential density and the potential increase in vehicular traffic.

On a 3-2-0 vote, the Planning Commission approved the adoption of Resolution No. 2024-04, (Attachment “E”) contingently recommending that the City Council adopt the amendment of the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels.

**Public Hearing Notice.**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. The City also published notice of this public hearing at least 10 days before the meeting in accordance with San Fernando Municipal Code Section 106-72.

**BUDGET IMPACT:**

The preparation of these ordinances was an enhancement approved by City Council as part of the Fiscal Year 2024-2025 Adopted Budget.

**CONCLUSION:**

Staff recommends that the City Council conduct a Public Hearing; pending public testimony, consider approving:

- a. Introduction for first reading, in title only, and waive further reading of Ordinance No. 1728 (Attachment “A”) titled, “An Ordinance of the City Council of the City Of San Fernando, California amending Chapter 106 (Zoning) of the San Fernando Municipal Code to establish the Mixed Use Overlay Zone in Designated Areas of the City; amending the Zoning Map of the City of San Fernando to add the Mixed Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts; and adopting a California Environmental Quality Act Mitigated Negative Declaration Addendum”; and
- b. Introduction for first reading, in title only, and waive further reading of Ordinance No. 1729 (Attachment “B”) titled, “An Ordinance of the City Council of the City Of San Fernando, California amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land

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Use Districts and Overlays Map to add the Downtown Residential Overlay and Flex Use Overlay to 11 parcels and adopting a California Environmental Quality Act Mitigated Negative Declaration Addendum.”

**ATTACHMENTS:**

- A. Ordinance No. 1728
  - Exhibit A – Proposed updates to San Fernando Municipal Code (SFMC) Chapter 106 (Zoning)
  - Exhibit B – Proposed City Mixed Use and Specific Plan Overlay Map
- B. Ordinance No. 1729
  - Exhibit A – Proposed SP-5 City Land Use Districts and Overlays Map
- C. Addendum to Mitigated Negative Declaration (SCH 2021120390) for the San Fernando Housing Element Update
- D. Project Location Map
- E. Planning Commission Resolution

**ORDINANCE NO. 1728**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING CHAPTER 106 (ZONING) OF THE SAN FERNANDO MUNICIPAL CODE TO ESTABLISH THE MUO MIXED USE OVERLAY ZONE IN DESIGNATED AREAS OF THE CITY AND AMENDING THE ZONING MAP OF THE CITY OF SAN FERNANDO TO ADD THE MUO MIXED USE OVERLAY TO CERTAIN PROPERTIES IN THE C-1 AND C-2 ZONE DISTRICTS**

WHEREAS, California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, in June 6, 2022, the City Council adopted Resolution No. 8153 approving and adopting the City of San Fernando 2021-2029 Housing Element, which includes a Housing Plan with Goals, Policies, and Programs aimed at addressing the City's housing needs; and

WHEREAS, in the Housing Element, the City considered potential development on suitable sites and identified how zoning and development standards on the sites will facilitate housing. From this inventory, the City identified commercial zoned sites and Specific Plan sites as "Opportunity Sites" for future housing development; and

WHEREAS, in 2022 the State Legislature passed AB 1398, which requires jurisdictions to implement actions in their Housing Plan which provides appropriate zoning for these housing opportunity sites no later than October 2024; and

WHEREAS, pursuant to San Fernando City Code Section 106-20(c), an official amendment to the zoning map may be adopted by the City Council only if the following findings of fact can be made in a positive manner: 1) the proposed amendment is consistent with the objectives, policies general land uses and programs of the City's General Plan; and 2) the adoption of the proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare; and

WHEREAS, the Planning and Preservation Commission, as part of its regular meeting of October 14, 2024, conducted a duly noticed public hearing on the proposed code amendment, and all testimony was received and made part of the public record.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AS FOLLOWS:**

**SECTION 1.**    Recitals. The above recitals are true and correct and incorporated herein by reference.

**SECTION 2.**    Environmental Addendum Findings. This project is subject to an addendum under the California Environmental Quality Act (CEQA) Guidelines Section 15164, since it can be seen with certainty that potential amendments to the municipal code are

necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

**SECTION 3**    **Zoning Text Amendment Findings.**    Pursuant to San Fernando City Code Section 106-19 (Zoning Text Amendments) the following findings for adoption of the proposed amendment can be made in a positive manner as follows:

- a. The proposed amendment is consistent with the objectives, policies, general land uses and programs of the city's general plans.

The proposed zoning text amendment will establish the MUO Mixed Use Overlay Zone in designated areas of the city. The proposed amendment will satisfy Policy 5.1 of the San Fernando General Plan Housing Element. Policy 5.1 calls for the reduction and removal of government barriers, to reduce costs of housing production and facilitate ownership and rental opportunities for all residents. The proposed amendment will add residential uses to existing-residential uses and encourage investment and redevelopment in commercial areas with residential uses. The proposed amendment will preserve general land uses and allow flexibility in existing commercial properties.

- b. The adoption of the proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare.

The proposed zoning text amendment (Exhibit A) will establish the MUO Mixed Use Overlay Zone to the zoning code. The MUO Mixed Overlay Zone will bring flexibility to existing commercial properties, allowing property owners and developers to add residential uses to their properties. The proposed amendment includes development standards that ensure compatibility with adjacent properties. Thus, the text amendment would not be detrimental to the public interest, health, safety, convenience or welfare because the proposed MUO Mixed Use Overlay Zone will encourage investment, redevelopment, and foster community interaction and create a walkable neighborhood, while ensuring compatibility.

**SECTION 4.**    **Zoning Map Amendment Findings.**    Pursuant to San Fernando City Code Section 106-20 (Zoning Map Amendments) the following findings for adoption of the proposed amendment can be made in a positive manner as follows:

- a. The proposed map amendment, attached herein as Exhibit B, is consistent with the objectives, policies, general land uses and programs of the City's general plans.

The proposed map amendment will establish the MUO Mixed Use Overlay to certain properties in the C-1 and C-2 zone districts. The proposed amendment will satisfy Policy 5.1 of the San Fernando General Plan Housing Element. Policy 5.1 calls for the reduction and removal of government barriers, to reduce costs of housing production and facilitate ownership and rental opportunities for all residents. The proposed map amendment will

allow residential uses in existing commercial properties, encouraging investment and development. The proposed map amendment will preserve the general land uses allow flexibility in existing commercial properties.

- b. The adoption of the proposed amendment would not be detrimental to the public interest, health safety, convenience, or welfare.

The proposed map amendment adds MUO Mixed Use Overlay to the existing Zoning map. These updates to the zoning map will increase residential development in C-1 and C-2 zone districts, increasing the housing capacity in those districts. The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare because the proposed map amendment encourages residential development, fostering community interaction.

**SECTION 5.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 6. Certification.** The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its Regular Meeting held this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Celeste T. Rodriguez, Mayor of the  
City of San Fernando, California

**ATTEST:**

\_\_\_\_\_  
Julia Fritz, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Richard Padilla, City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing is a full, true, and correct copy of Ordinance No. 1728 which was introduced on November 18, 2024, and adopted by the City Council of the City of San Fernando, California at a regular meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 2024 by the following vote of the City Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of \_\_\_\_\_ 2024.

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Julia Fritz, City Clerk

**EXHIBIT "A"****Proposed updates to San Fernando Municipal Code (SFMC) Chapter 106 (Zoning)****City of San Fernando Municipal Code, Chapter 106, Article II, Division 6.****Subdivision III. – MUO Mixed Use Overlay****Sec. 106-173. – Intent and purpose.**

The MUO mixed use overlay zone is established to provide development opportunities for integrated, complementary residential and commercial development on the same parcel or a contiguous group of parcels. The MUO zone may be applied as an additional zone classification to land zoned C-1 limited commercial zone or C-2 commercial zone.

**Sec. 106-174. – Uses permitted.**

- A. Property may be developed solely for residential uses at a density range of 20-35 units per acre.
- B. Property may be developed solely for uses permitted or conditionally permitted in accordance with the provisions of the underlying zoning district.
- C. Uses mandated by state law to be permitted in mixed use zone districts are permitted in the Mixed Use Overlay (Transitional and Supportive Housing, Low Barrier Navigation Centers and Accessory Dwelling Units).
- D. If property is developed with a mix of residential and non-residential uses within the same project area, the following are required:
  - 1. For the commercial component, property may be developed with uses permitted or conditionally permitted in accordance with the provisions of the underlying zoning district, except for the specific limitation identified in Section 106-673-(3)j.
  - 2. Commercial uses are required on the ground floor adjacent to arterial streets and at all corners adjacent to arterial streets.
  - 3. On corner parcels, the non-residential use shall turn (wrap around) the corner for a distance of at least 30-feet, or at least 50% of the building façade, whichever is less. The termination of use shall occur at an architectural break in the building.
  - 4. For buildings located within 20 feet of a public street, the non-residential component of a mixed-use project shall contain at least 60% pedestrian-oriented commercial uses intended to increase pedestrian activity on the adjacent streets. Other non-residential uses may be substituted for commercial uses, if authorized by a resolution of the Planning and Preservation Commission, provided, it can be demonstrated that such non-residential use will increase pedestrian activity on the adjacent streets and is not a prohibited use listed below.
  - 5. All commercial tenant spaces on the ground floor shall have a minimum depth of 30 feet.



6. Overall commercial floor area shall be a minimum of 25% of the project's total gross floor area.
7. The minimum residential density permitted is 20 units per acre.
8. The permitted residential component of the mixed-use project includes:
  - a. Multiple-family dwellings;
9. A live-work unit, defined as a dwelling unit that combines residential and commercial or office space within the same space, shall be considered a residential unit or development in the Mixed Use Overlay. A live-work unit or development must comply with all building code requirements which may require size, separation and use requirements and limitations.
10. The following uses and activities shall not be permitted within the Mixed Use Overlay zone when a mixed use project is proposed:
  - a. Vehicle maintenance or repair (e.g., body or mechanical work, including boats and recreational vehicles), vehicle detailing and painting, upholstery, or any similar use.
  - b. Storage of flammable liquids or hazardous materials beyond that normally associated with a residential use.
  - c. Manufacturing or industrial activities, including but not limited to welding, machining, or any open flame work.
  - d. Any activity or use, as determined by the responsible review authority to not be compatible with residential activities and/or to have the possibility of affecting the health or safety of live/work unit residents due to the potential for the use to create dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration or other impacts, or would be hazardous because of materials, processes, products, or wastes.
11. After approval, a mixed-use building shall not be converted to entirely residential use.
12. A City-approved covenant shall be executed by the owner of each residential unit within a mixed use development for recording in the land records of Los Angeles County, and shall include statements that the occupant(s) understand(s) and accept(s) the person is living in a mixed use development, and that commercial activities are permitted pursuant to the regulations in the SFMC. If the project includes rental residential units, the project owner shall execute such covenant and a copy of the recorded covenant shall be provide to each new occupant of the rental units.

### **Sec. 106-175. – Development standards.**

Any project developed pursuant to this division shall comply with the following, and any permit issued shall be subject to such provisions established as conditions of approval. Please note if residential uses are not proposed, only the Development Standards of the underlying zone district apply:

| TABLE: DEVELOPMENT STANDARDS – MIXED-USE OVERLAY (MUO)  |                       |                        |               |                        |
|---|-----------------------|------------------------|---------------|------------------------|
| District  | MUO (100% Commercial) | MUO (100% Residential) | MUO Mixed-Use | Additional Regulations |
| Density (du/acre)   | N/A                   | 20-35                  | 20-35         |                        |
| Floor Area Ratio (FAR)  | [1]                   | N/A                    | [1] [6]       |                        |
| Yards/ setbacks (ft.)   |                       |                        |               |                        |
| Front (min./max.)   | [1]                   | 5/10 [3][4]            | 0/15 [2][4]   |                        |
| Street side (min./max.)   | [1]                   | 5/10 [3][4]            | 0/0 [2][4]    |                        |
| Interior Side (min.)  | [1]                   | 5 [5]                  | 0 [5]         |                        |
| Rear  | [1]                   | 5 [5]                  | 0 [5]         |                        |
| Maximum height (ft.)  | [1]                   | 45 [7]                 | 45 [7]        |                        |
| Building site coverage (max. %)   | [1]                   | 80                     | 80            |                        |
| Open space standards (sq ft.)   |                       |                        |               | Sec. 106-175 C.        |
| Private (min.)  | N/A                   | 80                     | 60            |                        |
| Common (min.)   | N/A                   | 100                    | 100           |                        |
| <p>[1] Follow the base zone district (Section C-1 &amp; C-2) development standards.</p> <p>[2] A 0-15-foot setback is allowed to accommodate pedestrian-oriented outdoor uses and amenities which the Director of Community Development determines are appropriate to an urban setting, such as outdoor patio dining areas, plazas and courtyards, fountains, public art, entry forecourts, and landscaping. [3] A reduced setback may be permitted if the ground floor is used for non-living areas such as manager's office, gym, etc.</p> <p>[4] A 15-foot setback is required when abutting single family residential uses to match front yard setback.</p> <p>[5] A 10-foot setback is required if proposed or existing uses will abut existing or proposed non-residential uses.</p> <p>[6] Applies to the non-residential components of the project only</p> <p>[7] Certain Roof mounted structures may exceed height. See section Division 6, of Article V.</p> |                       |                        |               |                        |

#### A. General Standards

1. Screening. When a multi-story building is proposed and the second story or above is located within 50 feet of the side or rear yard of a single-family lot, screening measures should be applied to provide a reasonable degree of privacy.
  - a. Screening measures include, but are not limited to, landscaping, alternate window and balcony placements, placing windows at least six feet from the floor of the

interior of the unit, incorporating wing walls or louvers, using glass block or other translucent material, and other such methods.

- b. Sufficiency of Screening. The Planning and Preservation Commission shall determine the sufficiency of the proposed screening measures and may require additional measures.

## 2. Security Barriers.

- a. Any security barriers installed on the windows or the doors of the premises shall be installed only on the interior of the building and in compliance with all City Building, Zoning, and Fire Codes.
- b. Security barriers shall meet the following criteria:
  - i. Only open grill design security systems located on the inside of the building shall be permitted on elevations visible from the street.
  - ii. Open grill design security systems shall be primarily transparent with not less than seventy-five percent (75%) visibility from the street.
  - iii. Solid roll-down security doors are prohibited unless part of a vehicle loading bay.
  - iv. Interior security gates shall be opened and fully retracted during the hours of operation.

## B. Building Standards

- a. Façade modulation and articulation.
  - i. Building Length Articulation. At least one projection or recess shall be provided for every 50 horizontal feet of wall in one of the following manners:
    - 1. Projections or recesses for buildings 50 feet wide or less shall be exempted from the building length articulation requirement; projections or recesses for buildings greater than 50 feet in width but less than 100 feet in width shall be no less than 12 inches in depth; or projections or recesses for buildings 100 feet wide or wider shall be no less than 24 inches in depth.
    - 2. The depth and width of the projection or recess shall be proportionate to the overall mass of the building.
  - ii. Building Height Articulation. In order to maintain a human scale for multi-story buildings, the height of façades shall be broken into smaller increments as follows:
    - 1. Ground Floor. A substantial horizontal articulation of the façade shall be applied at the top of the first story. This element shall be no less than 18 inches tall, and should project from the adjacent wall plane. It shall be designed as a cornice, belt course, or a similar architectural element which is appropriate to the style of the building.

2. Top Floor. Buildings or portions of buildings which are three stories in height or taller shall also provide articulation for the top story of the building. This may be accomplished by a color change, material change, a cornice/belt course at the bottom of the uppermost story, by stepping the uppermost story back, or similar measures.

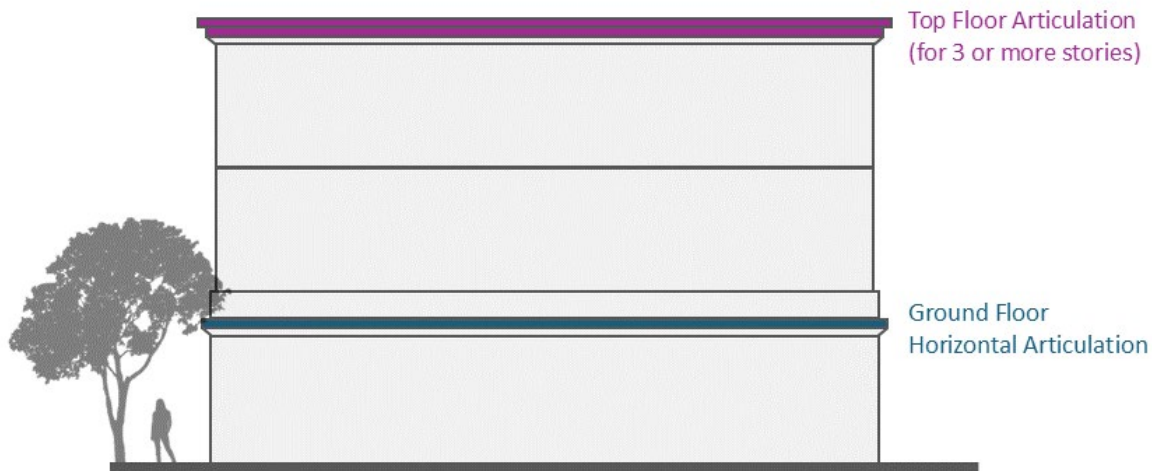


Figure. Building Height Articulation

- iii. Blank building facades shall be prohibited. Building facades without the use of windows or doors shall not span a continuous horizontal length greater than 20 feet across any story.

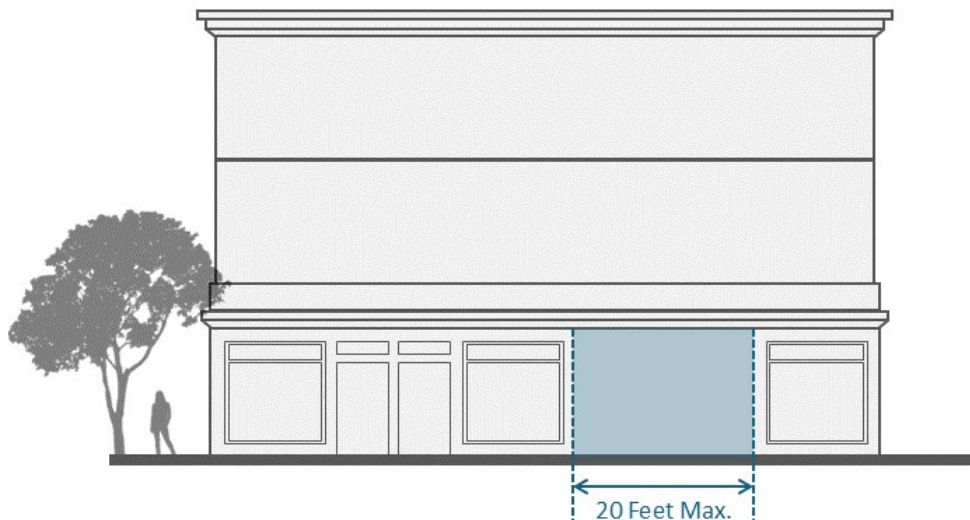


Figure. Blank Façade

- b. Transparency. Placement and orientation of doorways, windows, and landscape elements shall create strong, direct relationships with the street. Street-facing façades of all buildings shall incorporate windows and openings providing light to adjacent spaces, rooms, and uses.

- i. Commercial ground-floor uses. Windows and openings facing streets shall constitute a minimum of 50% of street-facing building faces. Windows shall provide a clear and transparent view into ground floor-uses or shall display merchandise to reinforce a pedestrian scale. Film may be provided to protect from the sun or as required to satisfy State or local energy efficiency requirements as long as some level of transparency is maintained.
  - ii. Commercial upper-floor uses. Windows and openings facing streets shall constitute a minimum of 40% of street-facing building faces.
  - iii. Residential ground-floor uses. Windows and openings facing streets shall constitute a minimum of 30% of street-facing building faces.
  - iv. Residential upper-floor uses. Windows and openings facing streets shall constitute a minimum of 20% of street-facing building faces.
- C. Open Space Standards. Maintaining open space areas provides recreational opportunities, allows sunlight to enter into living spaces and provides a spacious and inviting feel. Open space requirements are as follows:
  - a. Private open space(s) attached to residential units shall be designed to avoid direct visibility into the interiors of adjacent units.
  - b. Any common open space shall measure at least 15 feet in length in any direction. A minimum of 25 percent of the total area of the common open space shall be landscaped.
  - c. The following regulations apply to required residential open space areas within all mixed-use zoned lots.
    - i. More than one open space area may be provided on a lot. The sum of square footages for all eligible open space areas on a lot shall comprise the total open space area for that lot.
    - ii. Required side or rear yard areas may be included in the calculated open space area but a required front yard area may not.
    - iii. All required open space shall be usable. Usable open space shall be improved to support residents' passive or active use. Such open space shall be located on the same parcel as the dwelling units for which it is required. The computation of such open space shall include no obstructions other than devices and structures designed to enhance its usability, such as swimming pools, changing facilities, fountains, planters, benches, and landscaping.
    - iv. Open space areas shall have no parking, driveway or right-of-way encroachments.
    - v. Usable open space does not need to be located on the ground. Rooftop gardens and rooftop landscaping, including rooftops above parking structures, may be used to satisfy the open space requirement. Rooftop open space features and vertical projections such as sunshade and windscreen devices, open trellises, and

landscaping shall not exceed 16-feet in height beyond the maximum permitted height.

- d. Landscaping. A landscaping plan for all common open areas shall be submitted with the other plans. Approval of the landscape element shall include approval of an acceptable watering system, and assurance of continued maintenance.
- e. Fences, walls, and hedges.
  - i. Whenever a mixed-use zoned lot shares a side or rear property line with a residentially zoned lot, and non-residential uses are located within 15 feet of that side or rear property line, a six-foot tall solid masonry wall shall be provided, along or adjacent to all such side and rear lot lines. The wall shall conform to the height regulations applicable to front yard areas of the residentially zoned lot having the common lot line. A landscape buffer shall also be provided along the shared lot lines.
  - ii. Roll down security gates or fencing may not be on the exterior of buildings.

#### D. Parking Standards

- a. Applicable Standards. The applicable standards and requirements, including number of minimum parking stalls, required in Division 3 of article V of this chapter shall apply, with the following additional standards in this subsection.
- b. Parking reduction in proximity to transit. Pursuant to Government Code § 65863.2, the required off-street vehicular parking may be waived for certain projects within one-half mile distance of public transit, as applicable.
- c. Parking reduction for mixed-use and residential projects. A reduction in off-street parking requirements may be granted pursuant to Division 3 of article V.
- d. Screening.
  - i. Screening. Any parking structure with at least one floor of parking at grade or above, and which contains primary property frontage along a primary street, shall incorporate wrapped residential uses or retail businesses with shopping windows viewable from the sidewalk along the ground floor, or two or more of the following features:
    - 1. Display or shopping windows;
    - 2. Landscape material (e.g., foundation plantings, vertical trellis with vines, planter boxes with cascading landscape material) that results in the parking structure being adequately screened from adjoining parcels;
    - 3. Architectural detailing and articulation that provides texture on the façade or structure openings and effectively integrates the parking structure into the basic building design.
  - ii. Surface parking. Surface parking shall be located on the interior side or rear of the site to the greatest extent practicable. Surface parking between the sidewalk and buildings shall be prohibited unless no alternatives are feasible.

## E. Site Standards

## a. Access and circulation.

## i. Building entrances.

1. Street-facing primary entrances for non-residential uses shall be accessible to the public during business hours. Residential and non-residential entries shall be clearly defined features of front façades, and of a scale that is in proportion to the size of the building and number of units being accessed. Larger buildings shall have a more prominent building entrance, while maintaining a pedestrian scale.
2. When non-residential and residential uses are located in the same building, separate exterior pedestrian entrances, elevators and lobbies shall be provided for each use. The entrances for non-residential uses shall be designed to be visually distinct from the entrances for residential uses.



Figure. Building Entrances

- ii. Pedestrian access. Pedestrian access from the adjacent street public right-of-way shall be incorporated into all ground floor uses within the MUO zone.
- iii. Development projects shall promote walkability and connectivity to include design and orientation standards including:
  1. A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas and pedestrian amenities.
  2. Lighting shall be incorporated along sidewalks or other pedestrian walkways to enhance the pedestrian environment and provide for public safety.

Lighting shall be low mounted and downward casting in a manner that reduces light trespass onto adjacent properties.

3. Connections between on-site walkways and the public sidewalk shall be provided. An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage. Such walkway shall be the shortest practical distance between the primary entry and sidewalk, generally no more than 125% of the straight-line distance.
- b. Exterior lighting. Lighting for non-residential uses shall be appropriately designed, located, and shielded to ensure that they do not negatively impact the residential uses in the development nor any adjacent residential uses. All exterior lighting shall be 90 degrees cutoff downlight. The rays of any such lighting shall be confined to the property. No spillover shall be permitted.
- c. Trash and Recycling. Recycling and refuse storage facilities for non-residential uses shall be separate from residential uses, clearly marked, located as far as possible from residential units and shall be completely screened from view from the residential portion of the development. Recycling and refuse storage facilities for non-residential uses shall be compatible in architectural design and details with the overall project. The location and design of trash enclosures shall mitigate nuisances from odors when residential uses might be impacted. Trash areas for food service and sales uses, when occupying the same building as residential uses, shall be refrigerated to control odor.
- d. Signs. The applicable provisions for signs of *Division 5 - Signs* shall apply.
- e. Loading and unloading. Where applicable, the covenants, conditions, and restrictions of a mixed-use development shall indicate the times when the loading and unloading of goods may occur on the street, provided that, in no event, shall loading or unloading take place after 10:00 p.m. or before 7:00 a.m. on any day of the week.
- f. Uses restricted to indoor. All non-residential uses must be conducted wholly within an enclosed building. The following uses or businesses are exceptions to this rule:
  - i. Outdoor dining and food service in conjunction with a cafeteria, café, restaurant or similar establishment;
  - ii. Other sales and display areas as approved through a conditional use permit or similar discretionary permit; and
  - iii. Other uses as approved by the Planning and Preservation Commission through a Conditional Use Permit process.
- g. Outdoor sale and display location. No outdoor sale or display area shall occupy any required parking spaces or required yard areas.

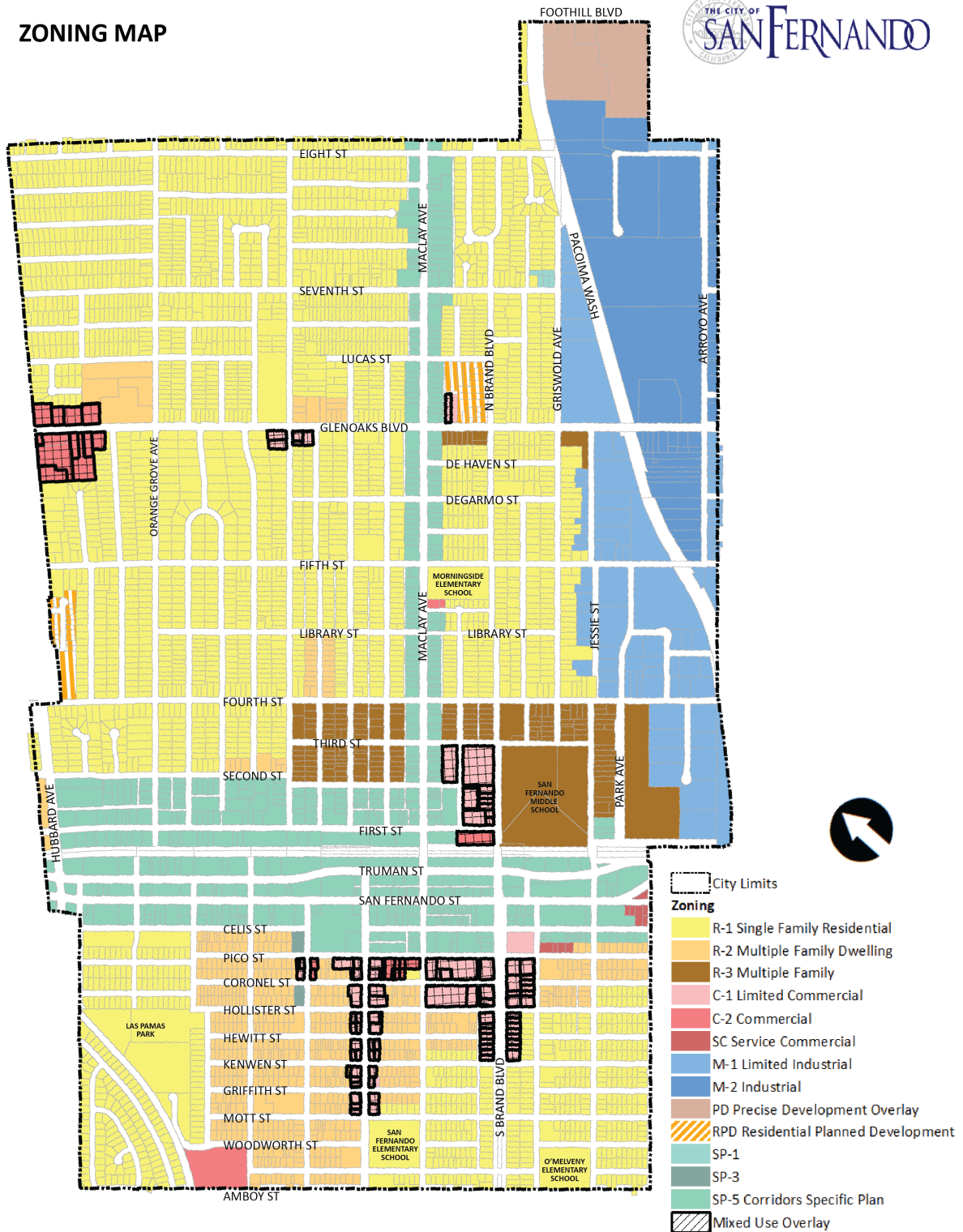


## Sec. 106-176. – Procedure

Development of land in a MUO mixed use overlay zone for mixed use development shall be approved with a site plan review procedure, unless proposed non-residential uses require a conditional use permit. In that case, a conditional use permit is required.

REVISED CITY ZONING MAP

ZONING MAP



## Assessor Parcel Numbers (APNs) of Properties

|              |              |              |
|--------------|--------------|--------------|
| 2517-015-035 | 2522-013-011 | 2522-012-900 |
| 2522-013-024 | 2522-013-003 | 2522-012-011 |
| 2515-016-016 | 2522-013-012 | 2519-003-910 |
| 2517-014-054 | 2521-023-021 | 2521-021-906 |
| 2517-013-014 | 2521-026-010 | 2521-027-011 |
| 2518-022-009 | 2522-013-804 | 2521-014-002 |
| 2517-019-006 | 2521-030-026 | 2521-030-030 |
| 2517-015-900 | 2521-030-901 | 2522-013-017 |
| 2517-015-030 | 2519-003-911 | 2522-012-004 |
| 2517-013-013 | 2521-021-027 | 2519-003-908 |
| 2518-025-800 | 2521-030-031 | 2522-012-005 |
| 2517-015-033 | 2521-024-024 | 2521-028-011 |
| 2517-015-034 | 2522-013-016 | 2519-003-909 |
| 2518-025-012 | 2521-030-037 | 2521-029-037 |
| 2518-025-025 | 2521-025-023 | 2521-036-019 |
| 2518-022-008 | 2521-021-032 | 2519-003-905 |
| 2521-021-905 | 2522-012-013 | 2521-027-010 |
| 2521-030-900 | 2522-012-009 | 2522-005-003 |
| 2521-030-039 | 2521-030-038 | 2521-021-012 |
| 2521-024-025 | 2521-023-002 | 2521-035-009 |
| 2522-012-003 | 2521-035-008 | 2521-024-028 |
| 2521-025-022 | 2521-014-001 | 2522-005-006 |
| 2521-025-001 | 2521-025-034 | 2522-012-010 |
| 2521-036-001 | 2522-005-002 | 2521-030-009 |
| 2522-013-013 | 2522-012-006 | 2522-013-019 |
| 2521-027-008 | 2522-012-012 | 2522-013-014 |
| 2521-029-035 | 2519-001-902 | 2517-015-032 |
| 2521-030-027 | 2519-003-904 | 2517-013-015 |
| 2521-023-022 | 2521-036-022 |              |
| 2522-012-015 | 2522-006-002 |              |
| 2522-012-007 | 2522-012-016 |              |
| 2521-023-001 | 2522-012-008 |              |
| 2522-013-021 | 2519-003-906 |              |
| 2522-013-015 | 2522-013-018 |              |
| 2522-012-014 | 2519-005-011 |              |
| 2522-006-900 | 2521-021-026 |              |
| 2522-012-026 | 2521-022-021 |              |
| 2521-027-009 | 2519-004-911 |              |
| 2521-026-009 | 2519-003-901 |              |
| 2521-028-010 | 2521-014-024 |              |
| 2521-028-027 | 2521-030-024 |              |
| 2522-005-001 | 2522-013-802 |              |

**ORDINANCE NO. 1729**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE SAN FERNANDO CORRIDORS SPECIFIC PLAN (SP-5) FIGURE 4.1. – CITY LAND USE DISTRICTS AND OVERLAYS MAP TO ADD THE DOWNTOWN RESIDENTIAL OVERLAY TO ONE PARCEL (APN 2519-002-009) AND FLEX USE OVERLAY TO 11 PARCELS (APNS 2520-019-016, 2520-002-0015, 2520,002-016, 2520-002-023, 2520-011-006, 2520-011-045, 2520-011-043, 2520-011-042, 2520-011-041, 2520-011-044, 2520-007-019)**

WHEREAS, California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, in December 20, 2017, the City Council adopted Ordinance No. 1671 adopting the San Fernando Corridors Specific Plan (SP-5) with the purpose of transforming Truman Street, San Fernando Road, Maclay Avenue, and First Street into attractive, livable, and economically vibrant districts; and

WHEREAS, in June 6, 2022, the City Council adopted Resolution No. 8153 approving and adopting the City of San Fernando 2021-2029 Housing Element, which includes a Housing Plan with Goals, Policies, and Programs aimed at addressing the City's housing needs; and

WHEREAS, in the Housing Element, the City considered potential development on suitable sites and identified how zoning and development standards on the sites will facilitate housing. From this inventory, the City identified commercial zoned sites and Specific Plan sites as "Opportunity Sites" for future housing development; and

WHEREAS, in 2022 the State Legislature passed AB 1398, which requires jurisdictions to implement actions in their Housing Plan which provides appropriate zoning for these housing opportunity sites no later than October 2024; and

WHEREAS, pursuant to San Fernando City Code Section 106-20(c), an official amendment to the zoning map may be adopted by the City Council only if the following findings of fact can be made in a positive manner: 1) the proposed amendment is consistent with the objectives, policies general land uses and programs of the City's General Plan; and 2) the adoption of the proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare; and

WHEREAS, the Planning and Preservation Commission, as part of its regular meeting of October 14, 2024, conducted a duly noticed public hearing on the proposed code amendment, and all testimony was received and made part of the public record.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AS FOLLOWS:**

**SECTION 1.** Recitals. The above recitals are true and correct and incorporated herein by reference.

**SECTION 2.** Environmental Addendum Findings. This project is subject to an addendum under the California Environmental Quality Act (CEQA) Guidelines Section 15164, since it can be seen with certainty that potential amendments to the municipal code are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

**SECTION 3.** Zoning Map Amendment Findings. Pursuant to San Fernando City Code Section 106-20 (Zoning Map Amendments) the following findings for adoption of the proposed amendment can be made in a positive manner as follows:

- a. The proposed map amendment, Exhibit A, is consistent with the objectives, policies, general land uses and programs of the City's general plans.

The proposed map amendment will allow for increased residential density in the SP-5 Area to increase housing capacity. The proposed map amendment will satisfy Policy 5.1 of the San Fernando General Plan Housing Element. Policy 5.1 calls for the reduction and removal of government barriers, to reduce costs of housing production and facilitate ownership and rental opportunities for all residents. The proposed map amendment will increase residential capacity allowing for more ownership and rental opportunities for all residents.

- b. The adoption of the proposed amendment would not be detrimental to the public interest, health safety, convenience, or welfare.

The proposed map amendment adds existing overlay districts to specific properties in the Specific Plan area. These updates to the San Fernando Corridors Specific Plan (SP-5) map will increase housing capacity in the district, allowing for more homeowners and renters to move into SP-5. The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare because the proposed map amendment encourages residential development, fostering community interaction.

**SECTION 4.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 5.** Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its Regular Meeting held this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Celeste T. Rodriguez, Mayor of the City  
of San Fernando, California

**ATTEST:**

\_\_\_\_\_  
Julia Fritz, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Richard Padilla, City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing is a full, true, and correct copy of Ordinance No. 1729 which was introduced on November 18, 2024, and adopted by the City Council of the City of San Fernando, California at a regular meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 2024 by the following vote of the City Council:

**AYES:**

**NOES:**

**ABSENT:**

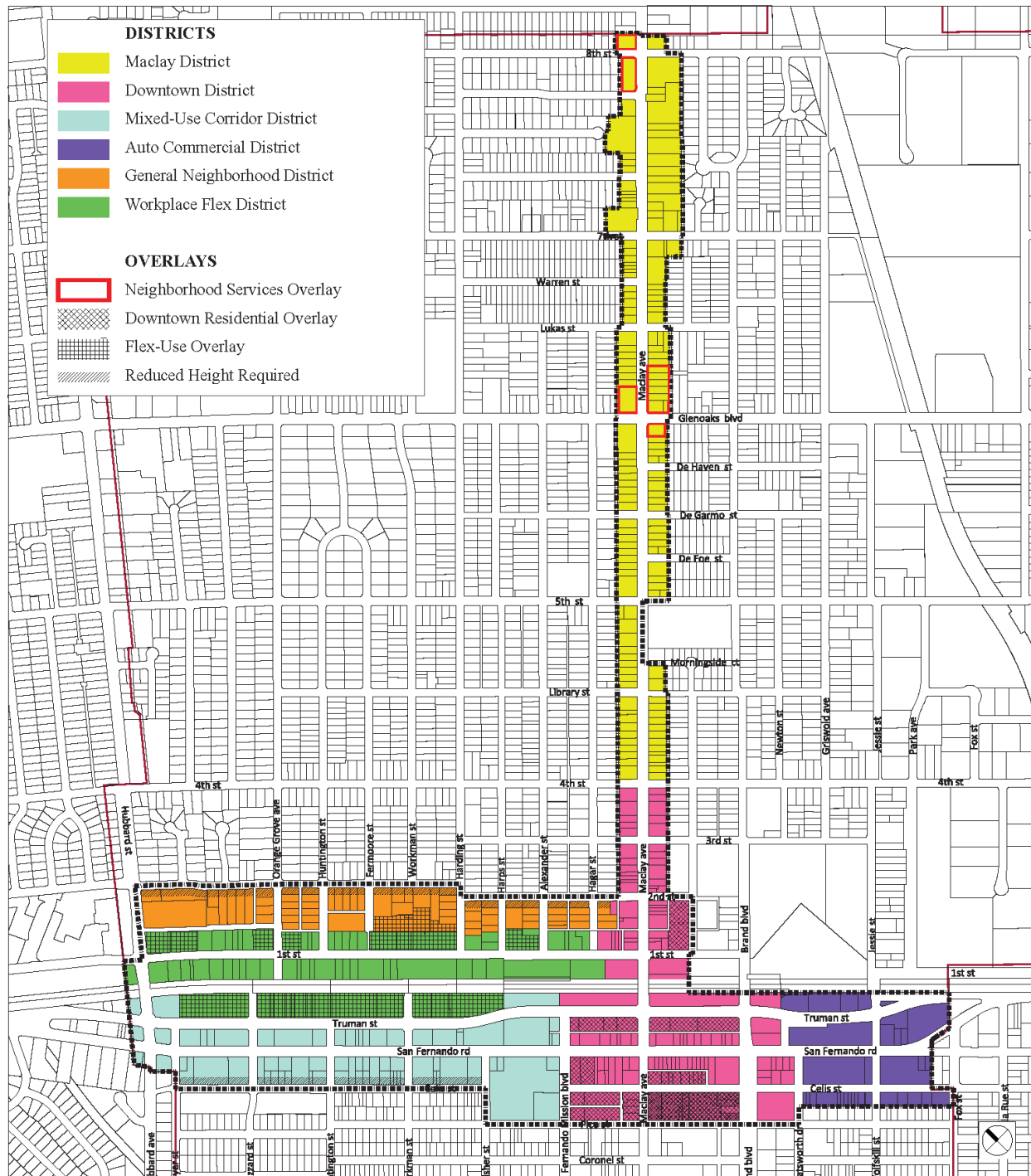
**ABSTAIN:**

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of \_\_\_\_\_ 2024.

---

Julia Fritz, City Clerk

## PROPOSED CITY LAND USE DISTRICTS AND OVERLAYS MAP





## Specific Plan Overlay

| APN          | GP/Zoning |
|--------------|-----------|
| 2520-019-016 | SP-5 - WF |
| 2520-002-015 | SP-5 - WF |
| 2520-002-016 | SP-5 - WF |
| 2520-002-023 | SP-5 - WF |
| 2520-011-006 | SP-5 - WF |
| 2520-011-045 | SP-5 - WF |
| 2520-011-043 | SP-5 - WF |
| 2520-011-042 | SP-5 - GN |
| 2520-011-041 | SP-5 - GN |
| 2520-011-044 | SP-5 - WF |
| 2519-002-900 | SP-5 - D  |
| 2520-007-020 | SP-5 - WF |

**CITY OF SAN FERNANDO**  
**ADDENDUM TO A MITIGATED NEGATIVE DECLARATION PREPARED FOR ENVIRONMENTAL**  
**ASSESSMENT FOR SAN FERNANDO HOUSING ELEMENT UPDATE (SCH 2021120390)**

*Addendum prepared in accordance with Section 15164 of the California Environmental Quality Act (CEQA) Guidelines*

|   |  |  |
|---|--|--|
| <p>The full Initial Study and Mitigated Negative Declaration SCH No. 2021120390 are on file at the City of San Fernando Community Development Department, located at 117 North MacNeil Street, San Fernando, California 91340 (818) 837-1227</p>  | <p>ENVIRONMENTAL ASSESSMENT NUMBER:</p> <p>_____</p>   | <p>This addendum was not circulated for public review pursuant to Section 15164(c) of the CEQA Guidelines.</p> |
| <p><b>APPLICANT:</b></p> <p>City of San Fernando<br/>         Community Development Department<br/>         Attn. Erika Ramirez<br/>         117 North MacNeil Street<br/>         San Fernando, California 91340</p>   | <p><b>PROJECT LOCATION:</b></p> <p>The proposed zoning text amendment includes all of San Fernando's incorporated lands (See Exhibit A - Vicinity Map), and the proposed rezone includes specific parcels (See Exhibit C).</p> |  |
| <p><b>PROJECT DESCRIPTION (ORIGINAL):</b></p> <p>Overall, the proposed plan involves updates to the General Plan Housing and Safety Element as well as incorporation of new General Plan Environmental Justice policies. The 2021-2029 Housing Element is being driven by the following regulatory requirements:</p> <ul style="list-style-type: none"> <li>The Housing Element Update would update the City's Housing Element as part of the 6th Cycle Regional Housing Needs Allocation (RHNA) and per compliance with California Government Code Sections 65580 to 65589.11.</li> <li>The Safety Element Update would update the City's Safety Element to integrate climate adaptation and resiliency strategies into the General Plan per Senate Bill (SB) 379, which amended California Government Code Section 65302.</li> <li>Update of the Housing and Safety elements would include the addition of Environmental Justice-related goals, policies, and objectives per SB 1000, which amended Government Code Section 65302.</li> </ul> <p>Therefore, the proposed plan entails the 2021-2029 Housing Element and updates to the Safety Element, as well as addition of new Environmental Justice policies within the Housing and Safety elements. The following extracts portions of the detailed description of the proposed plan that is related to the Addendum.</p> <p style="text-align: center;"><u>Meeting Regional Housing Needs Assessment – Mixed Use Overlay</u></p> <p>As part of the 6th Cycle housing element update, cities are required to identify housing sites that provide the development capacity to accommodate build out of the City's RHNA allocation at all income levels. The 2021-2029 Housing Element would introduce a new Zoning Code, Mixed Use Overlay, that would apply to Housing Opportunity Sites throughout San Fernando that are currently not zoned for residential uses. This includes commercially zoned properties where currently only retail or service establishments are allowed. The Mixed Use Overlay would allow for up to 35 dwelling units per acre, and would provide the possibility that the commercial uses could occur along with new residential uses, perhaps by repurposing large surface parking lots or by redeveloping existing structures to greater heights that would allow for residential units on the upper floors. These design decisions that would depend upon specific project design are not known at this time. As noted above, given that formal land use or zoning changes will not be adopted at this time, future land use and zoning changes would require separate environmental evaluation once specific sites to be rezoned are agreed upon within the 3-year period allowed by State law.</p> <p>The 2021-2029 Housing Element identifies 50 Housing Opportunity Sites, consisting of 135 parcels totaling 55.8 acres (See Exhibit B – Housing Opportunity Sites). These sites would accommodate for a total of <b>1,268</b> possible new dwelling</p> |  |  |

units on parcels currently zoned for lower density or not zoned for residential uses. By adding a Mixed-Use Overlay and adjusting specifics of the SP-5 zoning, dwelling units could be developed on sites that are not zoned for residential uses at this time.

### PROJECT DESCRIPTION (REVISED):

For the environmental analysis, this addendum analyzes the change contemplated from the original Project. Since the time of the original environmental document was approved, the City has modified the Housing Opportunity Sites include an additional 63 parcels totaling 21.74 acres to add a Mixed-Use Overlay and 3 parcels totaling 0.61 acre within the SP-5 zoning to add the existing Flex-Use Overlay. The Mixed-Use Overlay sites would accommodate a total of 537 new dwelling units (realistic capacity assumption of 26 du/ac, per the Housing Element) and adding overlays to the SP-5 sites would accommodate a total of 15 new dwelling units (realistic capacity assumption of 75% of maximum density, per the Housing Element). This creates a capacity for **552** possible additional new dwelling units. (See Exhibit C – Revised Housing Opportunity Sites). It should be noted that of the 66 additional parcels, 61 are developed, 4 are underutilized (i.e., paved parking), and 1 is vacant.

The revised Project would not have a significant impact. It may be determined that: (1) The revised Project does not significantly exceed the scope of *Environmental Assessment for San Fernando Housing Element Update*; (2) No substantial changes are proposed in the revised Project which require major revisions to the previous environmental finding due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (3) No substantial changes will occur with respect to the circumstances under which the Project is undertaken; and, (4) No new information, which was not known and could not have been known, at the time the environmental finding for *Environmental Assessment for San Fernando Housing Element Update* was adopted, has become available. Analysis for this determination is detailed in the section below.

Therefore, the City of San Fernando has determined that an addendum to *Environmental Assessment for San Fernando Housing Element Update* is appropriate given that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent negative declaration have occurred; and, new information added is only for the purposes of providing minor changes or additions, in accordance with Section 15164 of the CEQA Guidelines.

Section 15162 provides that when a negative declaration has been adopted for a project, no subsequent negative declaration shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

#### FINDINGS PURSUANT TO SECTION 15162 OF THE CEQA GUIDELINES.

- (1) *Substantial changes are proposed in the project which would require major revisions of the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*

#### Finding (1):

The revised project adds overlays to 66 parcels totaling 22.35 acres, which could accommodate 552 possible additional new dwelling units, compared to the original project. This is not a substantial change and would not create new significant environmental effects as discussed below. It is also assessed that the revised project would not cause a substantial increase in the severity of previously identified significant effects, as demonstrated in **Table 1**.

**Table 1: Assessment of New Significant Effects**

| CEQA Impact Area  | New Significant Effects (compared with the original project)   |
|-------------------|--|
| <b>Aesthetics</b> | <i>No Impact.</i> The 2021-2029 Housing Element would facilitate increased density to accommodate the RHNA allocation. Development of the original and revised Housing Opportunity Sites are located along corridors within infill areas of the city, which is largely built out. The Project, as revised, would implement the MND's mitigation measures, including Corridors Specific Plan design guidelines, lighting standards, and tree standards for mixed-use development, which would mitigate development aesthetics and light and |

|  |  |   |
|--|--|---|
|  |  | glare to a less than significant level. Thus, there are no new significant impacts.   |
|  | <b>Agriculture/ Forestry Resources</b> | <i>No Impact.</i> The project is not located within areas zoned for agricultural or forestry uses and does not contain agricultural or forestry resources. Since these conditions remain the same, the revised Project would not result in additional or new impacts.   |
|  | <b>Air Quality</b>                     | <p><i>Less than Significant Impact.</i> Because the 2021-2029 Housing Element is a policy document and does not directly implement any development projects, it does not generate air quality impacts in and of itself. Furthermore, while the City identifies the Opportunity Sites and will encourage development of these sites to meet RHNA, there is no guarantee that market conditions or other factors will support full buildout since most of the sites are already developed. 61 out of 66 of the additional parcels proposed by the revised project are fully developed and 4 of the parcels are currently used as paved parking.</p> <p>According to the MND, potential population growth would exceed the Southern California Association of Governments (SCAG) population estimates for the 2030 planning horizon by up to 10 percent. The revised project would increase that number by up to 4 percent. However, the AQMD is currently being updated and will be brought into alignment with ongoing updates to SCAG population projections. This means that the measures used to reduce air quality impacts would also be updated.</p> <p>Additionally, goals and policies in the 2021-2029 Housing Element would apply to infill development associated on the Housing Opportunity Sites and would be required to adhere to local and regional ordinances and guidelines designed to reduce mobile and stationary sources of pollutants. This would reduce impacts to less than significant. As such, the revised Project would not result in substantial impacts.</p> |
|  | <b>Biological Resources</b>            | <p><i>No Impact.</i> The 2021-2029 Housing Element facilitates the development of new housing and infrastructure and would consist mostly of infill development and redevelopment on the Housing Opportunity Sites that are already developed with urbanized uses or located adjacent to existing development. Because San Fernando is largely built out, there is a very low likelihood that habitat for listed species would occur within San Fernando.</p> <p>The Project, as revised, would implement the MND's mitigation measures, including pre-construction biological surveys, nesting bird protection, and mature tree preservation, which would mitigate potential impacts on biological resources to a less than significant level. Since these conditions remain the same, the revised Project would not result in additional or new impacts.</p>  |
|  | <b>Cultural Resources</b>              | <i>Less than Significant Impact.</i> In addition to the two (2) Housing Opportunity Sites from the original project, the revised project added one (1) Housing Opportunity Sites listed as potentially historic resources: 1817 1st St, a 1952 commercial building. As mentioned in the MND, future projects on the Housing Opportunity Sites would include an evaluation of existing structures for historical significance, in accordance with <i>Section 21084.1</i> of the California Public Resources Code, if the buildings or structures on those properties are 45 years old or more. In addition, 2021-2029 Housing Element Policy H 1.7 promotes the preservation and rehabilitation of identified  |

|  |                                     |   |
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|  |                                     | <p>historic residential structures/sites that are substandard or in disrepair. As such, the revised Project would not result in substantial impacts.</p> <p>In addition, the Project, as revised, would implement the MND's mitigation measure to mitigate hidden or buried resources that may exist on site.</p>   |
|  | <b>Energy</b>                       | <p><i>Less than Significant Impact.</i> Energy use remains typical of residential use and the revised Project would comply with energy conservation requirements as stated in the MND. The additional parcels of the revised project are mostly previously developed areas already served by energy providers. While the overall energy consumption of the revised project could increase compared to the original project since it proposes more dwelling units, the energy per unit that is consumed is expected to decrease. This is because redevelopment of these sites could increase energy efficiency due to compliance with energy conservation requirements that were established recently. As such, the revised Project would not result in substantial impacts.</p> |
|  | <b>Geology/ Soils</b>               | <p><i>No Impact.</i> Development projects proposed on the Housing Opportunity Sites would be subject to the City's General Plan goals and policies listed below and the provisions in Article II, Section 18-31 of the San Fernando Municipal Code (SFMC), which reduce seismic impacts. The Safety Element, which is also part of the project, also contains policies that protect the community from damage from earthquakes and geologic hazards. In addition, additional parcels of the revised project are infill sites that have been previously developed and/or is surrounded by urbanized uses. Since all site conditions remain the same, the revised Project would not result in additional or new impacts.</p>  |
|  | <b>Greenhouse Gas Emissions</b>     | <p><i>No Impact.</i> The project, original and as revised, promotes infill development in high-quality transit corridors and increased use of alternative transportation (e.g., cycling and walking) because it proposes mixed-use development. In addition, as mentioned in the MND, increased density leads to fewer vehicle trips because people do not need to travel as far for services or work, and they may choose public or active transportation options. Additionally, future development would be required to comply with building code, CalGreen, and regulations to ensure that impacts are less than significant. Since all site conditions remain the same, the revised Project would not result in additional or new impacts.</p>                              |
|  | <b>Hazards/ Hazardous Materials</b> | <p><i>No Impact.</i> Since the revised Project proposes similar use and operations as the original Project (i.e., residential development), it is anticipated that the use, transport, and disposal of hazardous materials would be similar, and thus would not be the type or quantity that would pose a significant hazard to the public. In addition, the Project, as revised, would implement the MND's mitigation measure to mitigate land that may be contaminated with hazardous materials. Since all site conditions and proposed operations remain the same, the revised Project would not result in additional or new impacts.</p>  |
|  | <b>Hydrology/ Water Quality</b>     | <p><i>Less than Significant Impact.</i> The revised Project could result in the increased residential capacity of 552 residential units, which would increase water demand compared to the original Project. However, while the revised Project could increase the rate or amount of surface runoff, future development would be subject to compliance with NPDES, General Plan policies, and SFMC Section 34-104, which includes runoff control measures. Additionally, since most parcels are developed, redevelopment would result in improved drainage and recharge possibilities consistent with City</p>  |

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|  |                               | requirements. As such, the revised Project would not result in substantial impacts.   |
|  | <b>Land Use/ Planning</b>     | <i>No Impact.</i> The Project is considered “infill” since parcels are in an urban neighborhood surrounded by existing developments, roadways, and utility lines. No physical division would occur. Since site conditions and the proposed use and operations remain the same, the revised Project would not result in additional or new impacts.   |
|  | <b>Mineral Resources</b>      | <i>No Impact.</i> The Project is not located in an area designated for mineral resource preservation or recovery. Since site conditions remain the same, the revised Project would not result in additional or new impacts.   |
|  | <b>Noise</b>                  | <i>Less than Significant Impact.</i> As discussed in the MND, future development projects of the Housing Opportunity Sites would be subject to development plan review to determine potential concerns related to noise based on site-specific locations and development design. These developments would also be subject to compliance with the General Plan Noise Element and SFMC. Since these conditions remain the same, the revised Project would not result in additional or new impacts.  |
|  | <b>Population and Housing</b> | <p><i>Less than Significant Impact.</i> The revised Project proposes a potential additional capacity of 552 dwelling units, which could increase city population by 2,169 based on an average household size of 3.93. As mentioned earlier, this would bring an increase of 14 percent (10 percent from the original project and an additional 4 percent from the revised project) population beyond what was estimated by SCAG.</p> <p>However, as SCAG sets the RHNA allocation, it anticipates these exceedances regionally and will update its forecasts to better reflect the current State housing allocations for southern California. Furthermore, while the City identifies the Housing Opportunity Sites and will encourage development of these sites to meet RHNA, there is no guarantee that market conditions or other factors will support full buildout. This is especially true since 61 of the 66 additional parcels proposed in the revised Project are currently fully developed.</p> <p>As such, the revised Project would not result in a significant amount of unplanned growth and would have a less than significant impact.</p> |
|  | <b>Public Services</b>        | <i>Less than Significant Impact.</i> The revised Project is expected to increase the capacity for residential units and population, thereby increasing the demand for public services. Consequently, future development resulting from Project implementation would be conditioned to pay development impact fees and/or dedicate park land as regulated in the Code. Since the revised Project is not expected to result in a significant amount of unplanned growth, the revised Project would result in a less than significant impact.  |
|  | <b>Recreation</b>             | <i>Less than Significant Impact.</i> The revised Project is expected to increase capacity for residential units and population, thereby increasing the demand for park and recreation facilities. Future development resulting from Project implementation would be conditioned to pay development impact fees and dedicate open space as regulated in the Code. As such, the revised Project would result in a less than significant impact.   |
|  | <b>Transportation</b>         | <i>No Impact.</i> As discussed in the MND, the potential housing sites identified in the 2021-2029 Housing Element would largely accommodate infill development that tends to reduce VMT, because it places residential development close to commercial and office uses and produces opportunities to travel by foot or bicycle instead of automobile. This still   |

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|  |                                      | holds true for the additional parcels proposed in the revised Project. As such, future development is likely to reduce VMT compared to regional averages, due to residential uses being developed close to commercial, office, and other uses. Since the general location of the revised Project and the transit conditions remain the same, the revised Project would not result in additional or new impacts.   |
|  | <b>Tribal Cultural Resources</b>     | <i>No Impact.</i> As discussed in the MND, effects on tribal cultural resources can only be determined once a specific project has been proposed, because the effects depend highly on the individual project site conditions and the characteristics of the proposed activity. The potential for these to occur on a specific site would be determined during project-specific CEQA analysis during the tribal consultation process. The Project, as revised, would implement the MND's mitigation measures to utilize a Native American Construction Monitor if resources are identified during future tribal consultation efforts and to evaluate unanticipated discoveries of tribal consultation resources. Since these conditions remain the same, the revised Project would not result in additional or new impacts.   |
|  | <b>Utilities and Service Systems</b> | <p><i>Less than Significant Impact.</i> The revised Project would increase residential units, increasing the demand for utilities and services systems.</p> <p><u>Wastewater:</u> Any improvements and connections for future development would be reviewed by both the city and Los Angeles County Sanitation District. The potential increase of 7,152 persons (4,983 persons from the original Project and an additional 2,169 person from the revised Project) would result in an increase in wastewater of 647,257 gallons per day. This is approximately 0.1 percent of the capacity of the San Fernando Hyperion Treatment system. As such, the Project, as revised, would have a less than significant impact on the city's wastewater system.</p> <p><u>Stormwater:</u> The Housing Element facilitates development of residential units within urban infill areas of San Fernando that are already developed or vacant and surrounded by development. As mentioned above, future development would be required to comply with NPDES requirements, BMPs designed to capture and retain stormwater on-site, and the SFMC Chapter 34 Article III – <i>Stormwater and Urban Runoff Pollution Control Low Impact Development Requirements</i>. Future development would be reviewed by the city to ensure that stormwater and drainage is managed properly on-site. As such, impacts to stormwater would be less than significant.</p> <p><u>Water:</u> The City's 2020 Urban Water Management Plan (UWMP) determined that by 2030, which is the full buildout year of the Housing Element, water supply (4,199 acre-feet per year (AFY)) is expected to exceed 2030 demand (2,960 AFY) by 1,239 AFY. The potential increase of 7,152 persons would result in an increase in water demand of 647,257 gallons per day (assuming same use rate for wastewater and water), or 725.5 AFY. This would cause water demand to increase to 3,685.5, which is below predicted 2030 in the 2020 UWMP. As such, impacts to water supply would be less than significant.</p> <p><u>Solid waste:</u> The Project, as revised, is expected to increase solid waste by 21.5 pounds per day (6.0 pounds/resident/day). This is approximately 0.2 percent of Sunshine Canyon Landfill daily allowable throughput (9,432 tons). This would not bring the landfill to capacity, and thus, the Project, as revised, would have a less than significant impact on solid waste generation.</p> |

|   |  |   |
|---|--|---|
|   | <b>Wildfire</b>  | <i>No Impact.</i> The City and surroundings are urban and built-up lands, not within a wildland, which precludes the risk of wildfire. The City is also not within a Fire Hazard Severity Zones (FHSZ) as designated by the California Department of Forestry and Fire Protection (CAL FIRE). In addition, the revised Project would not impair access to the existing roadway network and development would be conditioned to the Building and Fire Code so that they would not exacerbate fire risks. Since site conditions remain the same, the revised Project would not result in additional or new impacts. |
| <i>(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or,</i>  |  |   |
| <i>Finding (2):</i>   | The Initial Study (IS) and Mitigated Negative Declaration (MND) that was prepared for the original project was adopted in 2022. Since then, there have been no substantial changes to the circumstances under which the Project is undertaken that have occurred.  |   |
| <i>(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous Negative Declaration was adopted, shows any of the following: (A) The project will have one or more significant effects not discussed in the previous negative declaration; (B) Significant effects previously examined will be substantially more severe than shown in the previous negative declaration; (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project; and, (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous negative declaration, would substantially reduce one or more significant effects on the environment.</i> |  |   |
| <i>Finding (3):</i>   | All significant effects were discussed in the original MND and impacts that are more severe than the original MND are discussed in Finding 1. In addition, mitigation measures of the previous MND remain feasible and effective. As such, there is no new information of substantial information that would cause a significant effect. |   |
| ADDENDUM PREPARED BY:<br>Bonique Emerson, AICP, VP of Planning  |  | SUBMITTED BY:<br><br>_____  |
| DATE: September 25, 2024  |  | CITY OF SAN FERNANDO COMMUNITY<br>DEVELOPMENT DEPARTMENT  |



Exhibit A – Vicinity Map

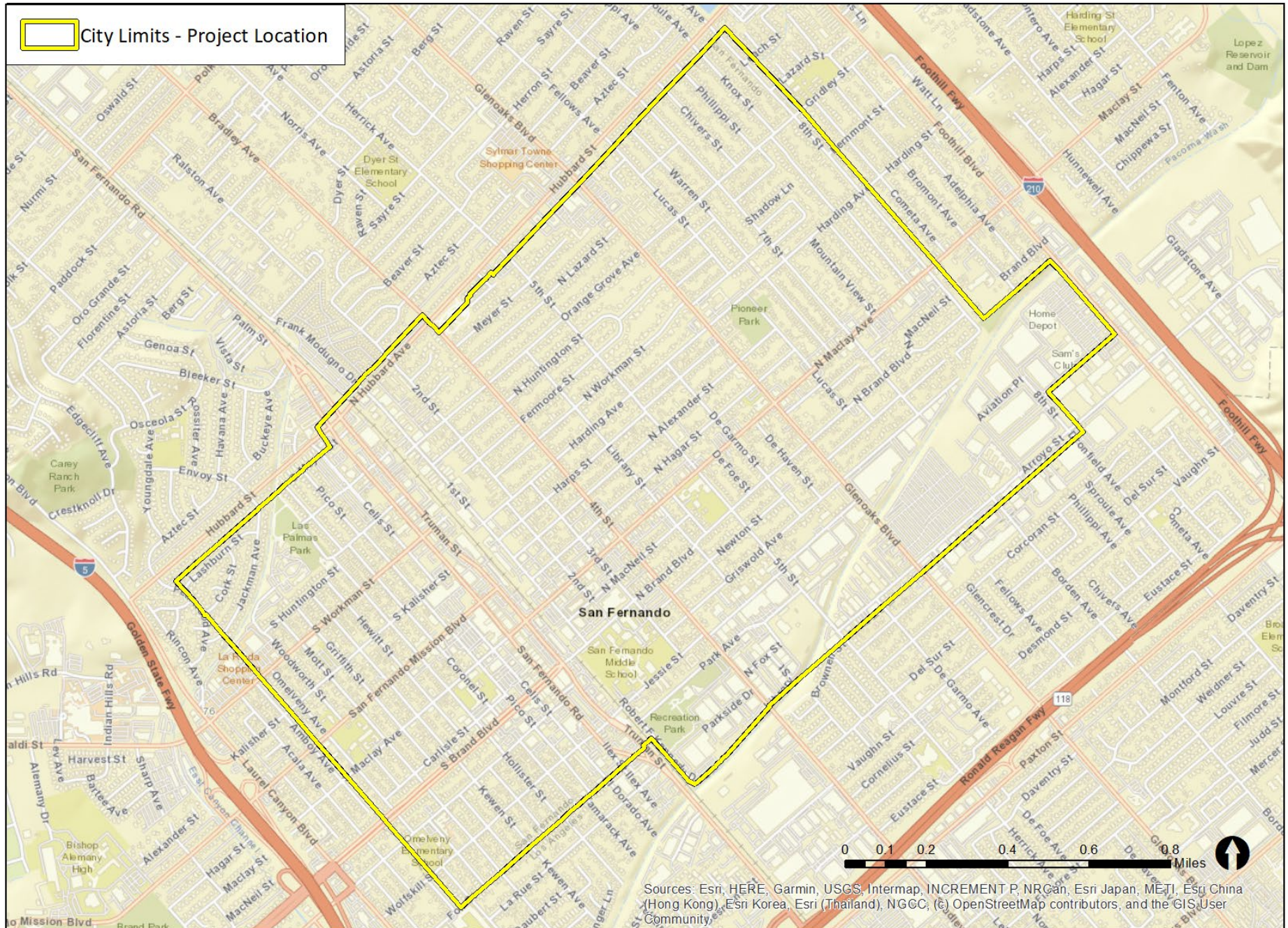




Exhibit B – Housing Opportunity Sites

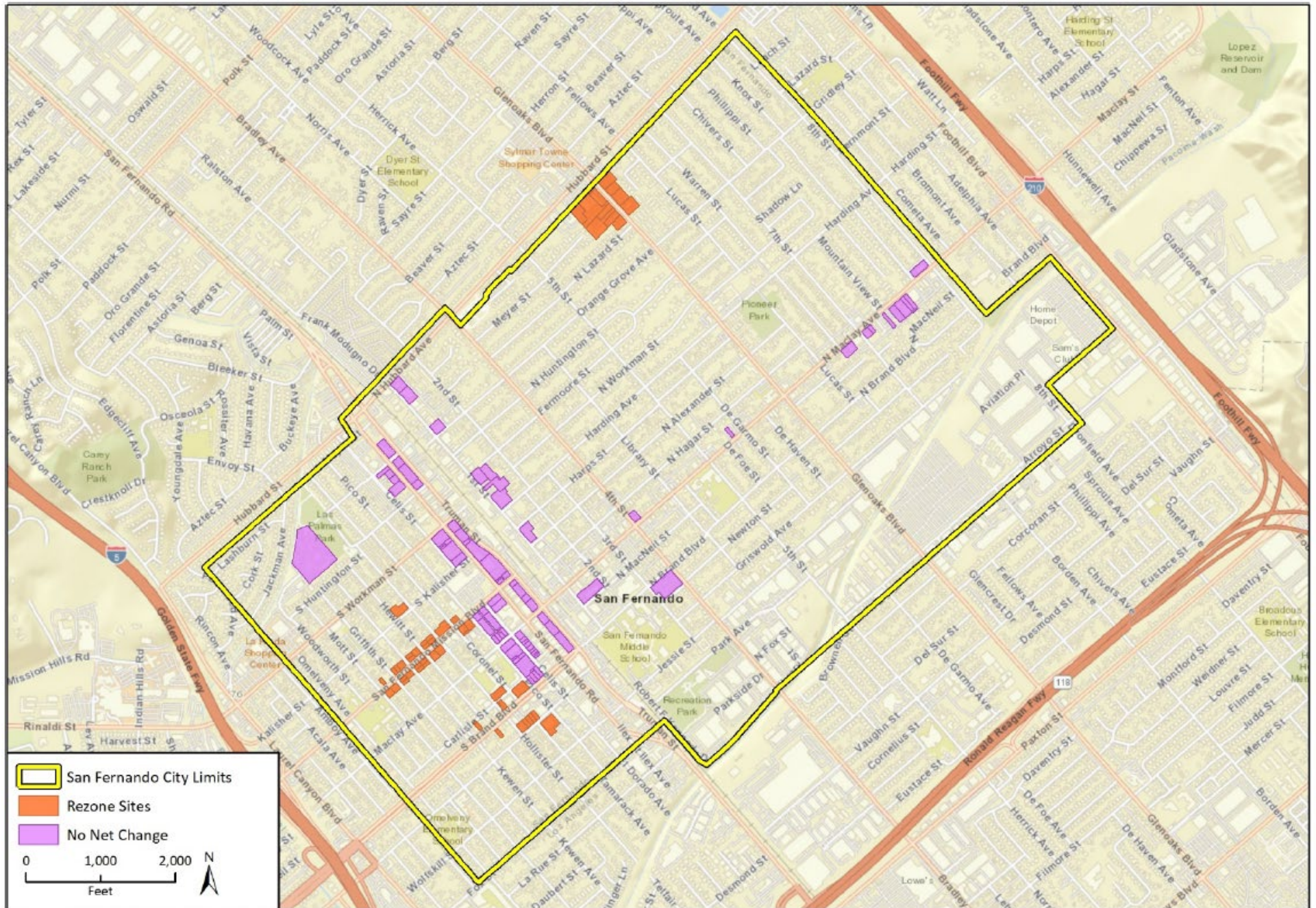
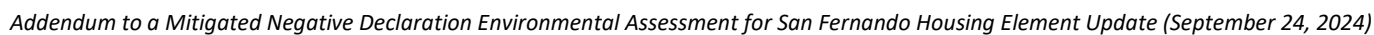


Fig 3 Housing Rezoning Sites







City Limits

Flex-Use Overlay (SP-5)

Downtown Residential Overlay (SP-5)

Mixed Use Overlay

0 0.075 0.15 0.3 0.45 0.6 Miles

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

**RESOLUTION NO. 2024-04**

**RESOLUTION OF THE PLANNING AND PRESERVATION COMMISSION OF THE CITY OF SAN FERNANDO RECOMMENDING TO THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE SAN FERNANDO CORRIDORS SPECIFIC PLAN (SP-5) FIGURE 4.1. – CITY LAND USE DISTRICTS AND OVERLAYS MAP TO ADD THE DOWNTOWN RESIDENTIAL OVERLAY TO ONE PARCEL (APN 2519-002-009) AND FLEX USE OVERLAY TO 11 PARCELS (APNS 2520-019-016, 2520-002-0015, 2520,002-016, 2520-002-023, 2520-011-006, 2520-011-045, 2520-011-043, 2520-011-042, 2520-011-041, 2520-011-044, 2520-007-019)(SPA2024-001)**

**WHEREAS**, the California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations; and

**WHEREAS**, the authority to adopt and enforce zoning regulations in an exercise of the City's police power to protect the public health, safety, and welfare; and

**WHEREAS**, in December 20, 2017, the City Council adopted Ordinance No. 1671 adopting the San Fernando Corridors Specific Plan (SP-5) with the purpose of transforming Truman Street, San Fernando Road, Maclay Avenue, and First Street into attractive, livable, and economically vibrant districts; and

**WHEREAS**, in June 6, 2022, the City Council adopted Resolution No. 8153 approving and adopting the City of San Fernando 2021-2029 Housing Element, which includes a Housing Plan with Goals, Policies, and Programs aimed at addressing the City's housing needs; and

**WHEREAS**, in the Housing Element, the City considered potential development on suitable sites and identified how zoning and development standards on the sites will facilitate housing. From this inventory, the City identified commercial zoned sites and Specific Plan sites as "Opportunity Sites" for future housing development; and

**WHEREAS**, in 2022 the State Legislature passed AB 1398, which requires jurisdictions to implement actions in their Housing Plan which provides appropriate zoning for these housing opportunity sites no later than October 2024; and

**WHEREAS**, pursuant to San Fernando City Code Section 106-20(c), an official amendment to the zoning map may be adopted by the City Council only if the following findings of fact can be made in a positive manner: 1) the proposed amendment is consistent with the objectives, policies general land uses and programs of the City's General Plan; and 2) the adoption of the proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare; and



**WHEREAS**, the Planning and Preservation Commission, as part of its regular meeting of October 14th, 2024, conducted a duly noticed public hearing on the proposed code amendment, and all testimony was received and made part of the public record.

**NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SAN FERNANDO DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.**

The recitals above are true and correct and incorporated herein by reference.

**SECTION 2. Environmental Addendum Findings**

This project is subject to an addendum under the California Environmental Quality Act (CEQA) Guidelines Section 1516, since it can be seen with certainty that potential amendments to the municipal code are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

**SECTION 3. Zoning Map Amendment Findings**

Pursuant to San Fernando City Code Section 106-20 (Zoning Map Amendments) the following findings for adoption of the proposed amendment can be made in a positive manner as follows:

- a. The proposed amendment is consistent with the objectives, policies, general land uses and programs of the City's general plans.

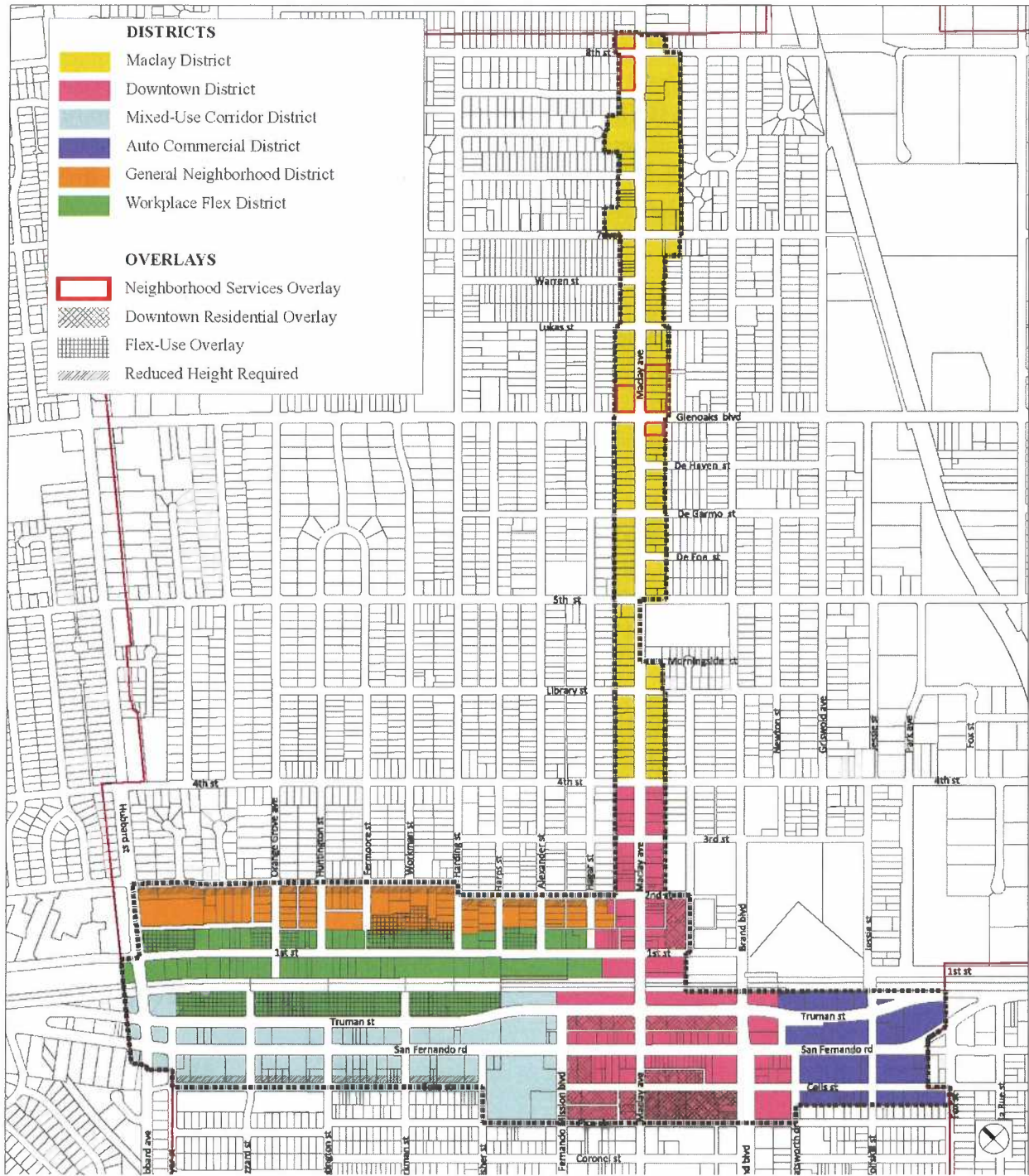
The proposed map amendment will allow for increased residential density in the SP-5 Area to increase housing capacity. The proposed map amendment will satisfy Policy 5.1 of the San Fernando General Plan Housing Element. Policy 5.1 calls for the reduction and removal of government barriers, to reduce costs of housing production and facilitate ownership and rental opportunities for all residents. The proposed map amendment will increase residential capacity allowing for more ownership and rental opportunities for all residents.

- b. The adoption of the proposed amendment would not be detrimental to the public interest, health safety, convenience, or welfare.

The proposed map amendment adds existing overlay districts to specific properties in the Specific Plan area. These updates to the San Fernando Corridors Specific Plan (SP-5) map will increase housing capacity in the district, allowing for more homeowners and renters to move into SP-5. The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare because the proposed map amendment encourages residential development, fostering community interaction.

## EXHIBIT "A"

### PROPOSED CITY LAND USE DISTRICTS AND OVERLAYS MAP



#### **SECTION 4. Record of Proceeding**

The documents and other materials that constitute the record of the proceedings upon which the Planning and Preservation Commission's decision is based, which include, but are not limited to, the environmental documents, staff reports, as well as materials that support the staff reports for the proposed project and are located in the Community Development Department of the City of San Fernando at 117 Macneil Street, San Fernando, CA 91340. The custodian of these documents is in the City Clerk of the City of San Fernando.

#### **SECTION 5. Determination**

Based on the findings outlined in Section 3 above, the Planning and Preservation Commission of the City of San Fernando does hereby recommend that the City Council approve the resolution amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use and Overlay Districts map to add the Downtown Residential Overlay to 1 parcel and Flex Use Overlay to 11 parcels, set forth as Exhibit "1".

#### **SECTION 6. Certification of the Resolution**

The Secretary of the Planning and Preservation Commission of the City of San Fernando, California, shall certify the adoption of this resolution.

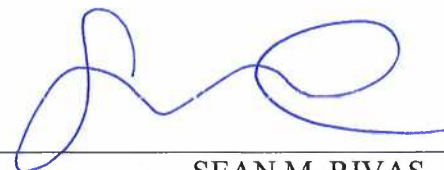
**PASSED, APPROVED, AND ADOPTED** by the Planning and Preservation of the City of San Fernando at the regular meeting held this 14th day of October 2024, by the following votes:

**AYES: DIAZ, MARTINEZ, RIVAS**

**NOES: BALIN, SOLARIO**

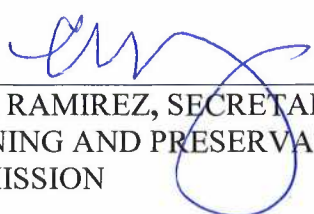
**ABSENT: NONE**

**ABSTAIN: NONE**



SEAN M. RIVAS,  
CHAIRPERSON

**ATTEST:**



ERIKA RAMIREZ, SECRETARY TO THE  
PLANNING AND PRESERVATION  
COMMISSION





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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Julia Fritz, City Clerk

**Date:** November 18, 2024

**Subject:** Discussion and Consideration to Appoint a Councilmember to Serve the Remainder of a Two-Year Term Expiring on May 4, 2025 as the Regional Council District 67 Representative on the Southern California Association of Governments

### RECOMMENDATION:

It is recommended that the City Council appoint a Councilmember to the Southern California Association of Governments Regional Council District 67, to fill the unscheduled vacancy, effective immediately, to fill the remainder of a two-year term expiring on May 5, 2025.

### BACKGROUND:

1. The Southern California Association of Governments (SCAG) is a regional planning agency that addresses issues affecting Southern California, such as transportation, housing, air quality, and economic development. It provides a forum for local governments to collaborate on regional challenges and develop strategies for growth and sustainability.
2. Since May 2023, Mayor Celeste T. Rodriguez has served on the Southern California Association of Governments Regional Council District 67 with the term ending in May 4, 2025.
3. In December 2024, Mayor Celeste T. Rodriguez will vacate the Regional Council District #67 representative position, as she did not seek re-election to the San Fernando City Council and will no longer be eligible to serve on SCAG's Regional Council pursuant to Article V. District Representative Appointments, Election Procedures of the Regional Council Policy Manual.

### ANALYSIS:

Southern California Association of Governments is governed by its 86-member Regional Council and implements policies set at the annual General Assembly, considers recommendations from committees and external agencies, and oversees SCAG's activities and budget throughout the year. Regional Council meetings occur on the first Thursday of each month beginning at 12:00 p.m.,

**Consideration and Discussion to Nominate Transportation and Public Safety Commission Chair Rudy Trujillo to Serve on the Metro San Fernando Valley Service Council for a Three-Year Term Beginning July 1, 2023**

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generally have a duration of 1 ½ to 2 hours. Meetings are held in-person and require traveling to their Downtown Los Angeles office for monthly meeting.

SCAG selects Regional Council District Representatives through a District Elections process. All elected city council members from SCAG voting-eligible cities within a district are eligible candidates. The term of office is two years per Article V A. (2) of SCAG's Bylaws. Elections are scheduled by SCAG staff in coordination with cities in each district, with representatives elected by majority vote.

As part of SCAG Regional Council District 67, San Fernando currently shares the seat with the City of Santa Clarita on a two-year rotating schedule. When the current term expires on May 4, 2025, the City of Santa Clarita will nominate a representative to serve through 2027. Staff notified the City of Santa Clarita that Mayor Rodriguez will be vacating the District Representative position and that San Fernando would be appointing a Councilmember to fill the remainder of the two-year term expiring on May 4, 2025.

Staff contacted SCAG's Regional Council Government Affairs liaison and confirmed that the City of San Fernando may appoint a Councilmember to fill the unscheduled vacancy, which would be effective immediately through the term ending on May 4, 2025.

**BUDGET IMPACT:**

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

**CONCLUSION:**

It is recommended that the City Council appoint a Councilmember to the Southern California Association of Governments Regional Council District 67, to fill the unscheduled vacancy effective immediately to fill the remainder of a two-year term expiring on May 4, 2025, being vacated by Mayor Celeste T. Rodriguez.



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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Kanika Kith, Deputy City Manager/Economic Development

**Date:** November 18, 2024

**Subject:** Discussion and Consideration to Adopt a Resolution Allocating the Balance of Unused Community Development Block Grant Funds to the Small Business Assistance Program for Fiscal Year 2024-2025 and Approve Updated Program Guidelines

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8351 (Attachment "A") appropriating \$235,800 of the Community Development Block Grant (CDBG) funds in the City's Fiscal Year (FY) 2024-2025 Adopted Budget including allocating \$64,506 from the unallocated CDBG funds in FY 2023-2024 to the Small Business Assistance Program (SBAP), increasing total funding for the SBAP to \$210,110; and
- b. Approve the updated Small Business Assistance Program Guidelines (Attachment "B").

### BACKGROUND:

1. In 1974, the Community Development Block Grant (CDBG) Program was enacted through the Housing and Community Development Act of 1974. The City receives an annual allocation of CDBG funding from the United States Department of Housing and Urban Development (HUD) through its participation in the Los Angeles Urban County CDBG Program administered by the Los Angeles County Development Authority (LACDA). CDBG funds can only be used for eligible Community Development projects meeting national program goals, which include assisting the low and moderate-income residents of the community.
2. Fiscal Year 2024-2025 is the 50th year that the federal government has made CDBG funds available to counties and cities across the nation, hence CDBG funding for this fiscal year is referred to as "50th year" CDBG grant funds.

**Discussion and Consideration to Adopt a Resolution Allocating the Balance of Unused Community Development Block Grant Funds to the Small Business Assistance Program for Fiscal Year 2024-2025 and Approve Updated Program Guidelines**

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3. On March 11 and March 25, 2024, staff met with the CDBG Programs Ad Hoc Committee (Mayor Rodriguez and Councilmember Fajardo) to discuss recommended CDBG program allocations for FY 2024-2025.
4. On May 6, 2024, the City Council approved a CDBG allocation of \$172,054 for the Neighborhood Clean-Up Program and Small Business Assistance Program, with the Small Business Assistance Program Guidelines to return to the City Council for final approval. The Neighborhood Clean-Up Program received \$25,808, the maximum 15% allowable for public service, to provide one-time clean-up services for qualifying elderly, disabled, or low-income residents. The remaining \$146,246 supports the Small Business Assistance Program, which grants funds to local businesses and property owners to improve storefronts and building appearances.
5. On May 16, 2024, LACDA notified the City that the final CDBG allocation would be \$171,294, which is slightly lower than initially estimated. To comply with the 15 percent cap for public service programs, the Neighborhood Clean-Up Program was adjusted to \$25,690 while the Small Business Assistance Program was set at \$145,604.
6. On October 10, 2024, the Los Angeles County Development Authority informed the City of unallocated funds of \$64,506 of CDBG from FY 2023-2024.

**ANALYSIS:**

The Small Business Assistance Program (SBAP) is a grant designed to support local small businesses, by providing up to \$10,000 per business for improvements that enhance storefronts and increase the visual appeal of commercial spaces. Improving storefronts benefits both businesses and the City by creating a more attractive and vibrant commercial district that draws in residents and visitors, boosting local sales and economic activity. Attractive storefronts also discourage graffiti and vandalism, fostering a safer, more welcoming environment. By supporting these enhancements, the City not only strengthens its business community and property values but also establishes San Fernando as a desirable destination, enhancing community pride and encouraging sustainable growth.

The proposed SBAP funding will assist businesses in making essential façade enhancements, such as installing graffiti-resistant features, architectural details, and exterior security cameras. This program provides grants to local business owners and property owners to improve the appearance of their storefronts and buildings. The grant funds can be used for improvements to signage, painting, and other storefront enhancements. This program helps improve the aesthetics of the storefront for revitalizing commercial corridors for retaining and attracting new businesses. Approval of the proposed program guidelines will ensure clear eligibility criteria, application procedures, and allowable fund uses, supporting economic vitality and aesthetic



**Discussion and Consideration to Adopt a Resolution Allocating the Balance of Unused Community Development Block Grant Funds to the Small Business Assistance Program for Fiscal Year 2024-2025 and Approve Updated Program Guidelines**

Page 3 of 5

improvements in the City's commercial corridors. Once approved, the program guidelines will facilitate the implementation of this resource for the local business community.

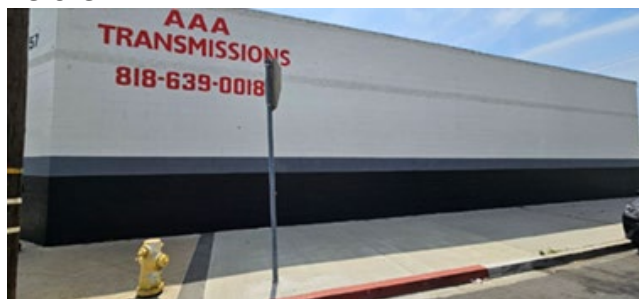
SBAP in FY 2023-2024.

In FY 2023-2024, the Small Business Assistance Program (SBAP) focused on reducing graffiti and beautify the commercial corridors. In May 2024, the program had received 29 applications and provided grants for façade improvements for four (4) businesses: Midnight Hour Records, Chula Chic, AAA Transmission, and Maclay Market. These improvements included fresh paint, anti-graffiti coatings, graffiti-resistant window coverings, and vertical landscaping, all contributing to a more inviting and vibrant community.

**1. AAA Transmission - \$3,000**

- Installation of five (5) planters and vines on the building wall facing Lucas Street: \$2,000
- Pressure washing and painting of all walls: \$1,000

**Before**



**After**



**2. Chula Chic - \$3,500**

- Installation of six (6) planters and vines on the building wall facing Maclay Avenue: \$3,500

**Before**



**After**



**Discussion and Consideration to Adopt a Resolution Allocating the Balance of Unused Community Development Block Grant Funds to the Small Business Assistance Program for Fiscal Year 2024-2025 and Approve Updated Program Guidelines**

Page 4 of 5

**3. Midnight Hour - \$9,520**

- Replacement of two (2) tempered or laminated glass windows: \$2,320
- Installation of graffiti film: \$2,200
- Installation of window planters along Maclay Avenue and San Fernando Road and three (3) tall planters with wall vines on Maclay Avenue: \$5,000

**Before**



**After**



**4. Maclay Market - \$2,850 (Funding pending project completion)**

- Planting of drought-tolerant plants and vines on the store wall facing Maclay Avenue: \$1,700 (partially completed)
- Planting of vines on the parking lot wall: \$1,150 (pending)

**SBAP in FY 2024-2025.**

The proposed revised guidelines (Attachment "B") incorporates the City Council's direction from May 6, 2024, along with input from the San Fernando City Chamber of Commerce during the September 2024 Coffee with the Chamber event, which suggested adding shade coverings and security cameras as eligible expenses. Below is a summary of how the revised guidelines reflects City Council's direction and the City Chamber's suggestions:

**1. City Council Direction: Explore decreasing the maximum funding per business**

- **Action:** No changes are recommended. Based on previous applications, the \$10,000 cap provides sufficient flexibility to make an impact in addressing the diverse needs of businesses while still low enough to be able to award a significant number of grants (i.e. at least 15 grants in 2024-2025).

**2. City Council Direction: Remove priority for the San Fernando Mall Area**

- **Action:** This priority has been removed as directed.

**3. City Council Direction: Set a cap on funding for business signage**

- **Action:** A cap of \$3,000 is recommended for signage. This is based on the previous round of applications, where 28 submissions were received and 15 included signage requests. The average estimate for a new sign was \$3,322.

**4. City Chamber Recommendation: Include awnings or window shade coverings as eligible**

- **Action:** This recommendation has been incorporated.

**Discussion and Consideration to Adopt a Resolution Allocating the Balance of Unused Community Development Block Grant Funds to the Small Business Assistance Program for Fiscal Year 2024-2025 and Approve Updated Program Guidelines**

Page 5 of 5

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**5. City Chamber Recommendation: Include exterior security cameras with access for the San Fernando Police Department as eligible**

- **Action:** This recommendation has been incorporated.

While the maximum funding per grant is recommended to remain at \$10,000 to offer flexibility for diverse business needs, the priority for the San Fernando Mall Area has been removed to ensure broader accessibility by businesses City-wide. Additionally, a cap of \$3,000 for business signage funding has been included, based on prior applications where the average signage cost was \$3,322. These changes are designed to better align the program with City Council's goals and respond to the needs of local businesses.

If Council approves the allocation of \$64,506 in unused CDBG funds from the previous fiscal year to the SBAP, the program's total funding would increase to \$210,110. After setting aside 10 percent for administrative costs, SBAP could support at least 19 businesses with grants capped at \$10,000 each. If the average grant amount is \$5,000, the program could potentially assist up to 38 businesses.

**Next Steps.**

Once the program guidelines are approved, the application will open for 30 days in early January, following the holiday season. During this application period, staff will collaborate with ICON CDC and other volunteers to conduct direct outreach to businesses, in English and Spanish. Along with social media announcements, ICON CDC, and other volunteers will actively inform business owners about the application process and provide assistance in completing applications.

**BUDGET IMPACT:**

If the City Council approves approved the unallocated CDBG fund of \$64,506 from FY 2023-2024 to the Small Business Assistance Program, it will increase the total program funding to \$210,110, and the revised total will be reflected in the FY 2024-2025 Budget.

**CONCLUSION:**

Staff recommends that the City Council adopt a Resolution appropriating \$235,800 of the CDBG funds in the City's FY 2024-2025 Adopted Budget, allocating \$64,506 from the unallocated CDBG funds to the SBAP, bringing totaling funding for the SBAP to \$210,110, and approve the updated SBAP Guidelines.

**ATTACHMENTS:**

- A. Resolution No. 8351
- B. Revised SBAP Guidelines (clean and red-line versions)

**RESOLUTION NO. 8351**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025  
ADOPTED ON JULY 1, 2024, APPROPRIATING COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

**WHEREAS**, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2024-2025, commencing July 1, 2024, and ending June 30, 2025; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to incorporate Community Development Block Grant (CDBG) funding; and

**WHEREAS**, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2024 and ending June 30, 2025, a copy of which is on file in the City Clerk's Office, was adopted on July 1, 2024.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The following adjustments are made to the City Budget:

|                               |                      |
|-------------------------------|----------------------|
| Increase in Revenues          | <u>\$235,800</u>     |
| Account No. 026-3693-0185     | \$210,110            |
| Account No. 026-3693-0561     | \$ 25,690            |
| <br>Increase in Expenditures  | <br><u>\$235,800</u> |
| Account No. 026-107-0185-4105 | \$210,110            |
| Account No. 026-152-0561-4260 | \$ 25,690            |

**SECTION 2.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED THIS 18<sup>th</sup> DAY OF NOVEMBER, 2024.**

\_\_\_\_\_  
Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

**ATTEST:**

\_\_\_\_\_  
Julia Fritz, City Clerk

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8351 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 18<sup>th</sup> day of November, 2024, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2024.

---

Julia Fritz, City Clerk

## **City of San Fernando**

### **Small Business Assistance Program Guidelines**

**Purpose:** The City is committed to lending a helping hand by assisting small businesses. To that end, the City is offering a new Small Business Assistance Program (SBAP) to provide grants up to \$10,000 for small businesses in the City. The purpose of these grants is to provide working capital to businesses that provide goods and services to the residents of San Fernando. The grant funds can be used for façade improvements, such as: anti-graffiti coating and graffiti-resistant window coverings; exterior vertical landscape (green walls); signage; paint; exterior architectural details (e.g., replacing existing security gate with alternatives, architectural appropriate window bars) contributing to the City's aesthetic and economic vitality.

#### **Use of Grant Funds:**

Funds are to be used for exterior façade and interior improvements, such as (but not limited to):

- Graffiti-resistant window coverings & anti-graffiti coating
- Exterior vertical landscape/green wall
- Signage (cap funding for signage is \$3,000)
- Paint
- Awning or window shade cover
- Exterior security cameras with direct access granted to San Fernando Police Department
- Architectural details for exterior enhancement (such as replacing existing security gate with alternatives, architectural appropriate window bars, etc.)

#### **Eligible Business Types:**

The following business types may apply to the SBAP Program:

- Restaurants, coffee shops, bakeries, cafés, gastropubs, etc.
- Salons, barbers, and other grooming businesses
- Gyms, day spas, and fitness studios
- Retail and Commercial stores (such as consumer goods, electronics and appliances, health and sporting goods, furniture, clothing and shoes, kitchen equipment, books and entertainment stores, music and audio/visual equipment, etc.)
- Others not on the ineligible list

#### **Eligibility Criteria:**

A business must meet the following criteria to participate in the SBAP Program:

- Be located in a commercial or mixed-used property in the City
- Priority to businesses with a high incidence of graffiti
- Must be existing for a minimum of 3 years or has a multi-year lease or mortgage on the commercial property where it is located and operated
- Have an active business license in the City
- Have 50 or fewer employees
- Never received CDBG grant from the City

#### **Ineligible Businesses:**

The following types of businesses are not eligible to participate in the SBAP Program:

- Any national chain that is not locally franchised
- Massage parlors, bars that only serve alcohol, bail bond services, home-based businesses, businesses with no bona fide ground-floor commercial storefront.
- Corporate-owned fast food restaurants (franchisees are eligible, as stated in prior Eligible Business Section)
- Check cashing, liquor stores, smoke/cannabis shops, firearms retailers
- Non-profit organizations
- Real estate salespersons
- Financial businesses primarily engaged in the business of lending, such as banks, finance companies, and factors (pawn shops, although engaged in lending, may qualify in some circumstances)
- Passive businesses owned by developers and landlords that do not actively use or occupy the assets acquired or improved with the loan proceeds (except Eligible Passive Companies under § 120.111)
- Life insurance companies
- Businesses located in a foreign country (businesses in the U.S. owned by aliens may qualify)
- Pyramid sale distribution plans
- Businesses deriving more than one-third of gross annual revenue from legal gambling activities
- Businesses engaged in any illegal activity
- Private clubs and businesses which limit the number of memberships for reasons other than capacity
- Businesses principally engaged in teaching, instructing, counseling or indoctrinating religion or religious beliefs, whether in a religious or secular setting
- Loan packagers earning more than one third of their gross annual revenue from packaging SBA loans
- Businesses in City, or any of its Associates owns an equity interest
- Multi-national or publicly traded businesses are not eligible for this program.
- Business owner that is the subject of unresolved findings of noncompliance related to previous CDBG assistance.
- Adult businesses which present live performances of a prurient sexual nature or derive directly or indirectly more than *de minimis* gross revenue through the sale of products or services, or the presentation of any depictions or displays, of a prurient sexual nature.

### **Application and Selection Process:**

Local businesses will complete an application to request grant funds. The application must include a list of the work to be done with cost estimates and a timeline for the completion of the work. The City will work with the selected businesses to execute an agreement and issue checks to business owners.

### **Application Period**

- The application period starts at **12:00 PM on Monday, January 6, 2025** and ends at **12:00 PM on Monday, February 3, 2025.**
- Applicants that do not provide all requested documentation at the time of application submission, will not qualify for funding.

**Application Packet - Required Documentation:**

Must submit:

- Complete and sign the Small Business Grant Application.
- A list of work with cost estimate and timeline for completion of work.
- A copy of an active business license issued by the City.
- A copy of the lease agreement/mortgage statement for the commercial space the business occupies; must be a minimum of a two-year lease.
- All business owners with a 20% or greater ownership interest must submit a copy of a government issued identification. Examples include:
  - Driver's license with a photograph
  - State identification card with a photograph
  - Copy of applicant Social Security card
  - Immigration and Naturalization Service documents – must contain a photograph
  - Military identification with a photograph
  - Alien Registration Card with a photograph
  - Valid passport
- Unique Entity Identifier\* (UE) number: \_\_\_\_\_

\*A UE number is required for receipt or renewal of a Federal grant. To obtain a UEI number, contact Sam.gov or call the Federal Service Desk (FSD.gov) at (866) 606-8220. Note that DUNS numbers will no longer be accepted.

**Selected Businesses**

Once a business is selected, the business must complete the following:

- Sign Grant Agreement
- Provide W-9 Form
- Provide Electronic Funds Transfer (EFT) Form



## City of San Fernando

### Small Business Assistance Program Guidelines

**Purpose:** ~~The City is committed to lending a helping hand by assisting small businesses. To that end, the City has created a new Small Business Assistance Program (SBAP) to provide grants up to \$10,000 for small businesses within the City to apply. The primary purpose of these grants is to provide working capital to businesses that benefit low to moderate income persons by providing goods and services to residents in a low and moderate income area. The Program offers grants to businesses that provide goods and services to residents in predominately low and moderate income communities. The grant funds can be used for façade and interior improvements.~~ The City is committed to lending a helping hand by assisting small businesses. To that end, the City is offering a new Small Business Assistance Program (SBAP) to provide grants up to \$10,000 for small businesses in the City. The purpose of these grants is to provide working capital to businesses that provide goods and services to the residents of San Fernando. The grant funds can be used for façade improvements, such as: anti-graffiti coating and graffiti-resistant window coverings; exterior vertical landscape (green walls); signage; paint; exterior architectural details (e.g., replacing existing security gate with alternatives, architectural appropriate window bars) contributing to the City's aesthetic and economic vitality.

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- Others not on the ineligible list

#### **Eligibility Criteria:**

A business must meet the following criteria to participate in the SBAP Program:

- ~~Be located in a commercial or mixed-used property in the City with priority for businesses in the San Fernando Mall area that are adjacent to public parking lots and other businesses with a high incidence of graffiti~~
- Priority to businesses with a high incidence of graffiti
- Must be existing for a minimum of 3 years or has a multi-year lease or mortgage on the commercial property where it is located and operated
- Have an active business license in the City
- Have 50 or fewer employees
- Never received CDBG grant from the City

### **Ineligible Businesses:**

The following types of businesses are not eligible to participate in the SBAP Program:

- Any national chain that is not locally franchised
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- Businesses located in a foreign country (businesses in the U.S. owned by aliens may qualify)
- Pyramid sale distribution plans
- Businesses deriving more than one-third of gross annual revenue from legal gambling activities
- Businesses engaged in any illegal activity
- Private clubs and businesses which limit the number of memberships for reasons other than capacity
- Businesses principally engaged in teaching, instructing, counseling or indoctrinating religion or religious beliefs, whether in a religious or secular setting
- Loan packagers earning more than one third of their gross annual revenue from packaging SBA loans
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- Applicants that do not provide all requested documentation at the time of application submission, will not qualify for funding.

### **Application Packet – Required Documentation:**

~~Businesses selected will be required to submit the following documentation:~~

#### **Application related forms**

- ~~• Business must complete, sign and upload the Small Business Grant Application, Grant Agreement, W-9 Form, and Electronic Funds Transfer (EFT) Form.~~

#### **Business Registration Certificate**

- ~~• Business will provide a copy of its active business license issued by the City.~~

### Lease Agreement/Mortgage Statement for Commercial Space

- ~~Business will provide a copy of the lease agreement/mortgage statement for the commercial space their businesses occupies.~~

### Government Issued Identification

- ~~All business owners with a 20% or greater ownership interest must submit a copy of a government issued identification. Examples include:~~
  - ~~Driver's license with a photograph~~
  - ~~State identification card with a photograph~~
  - ~~Copy of applicant Social Security card~~
  - ~~Immigration and Naturalization Service documents – must contain a photograph~~
  - ~~Military identification with a photograph~~
  - ~~Alien Registration Card with a photograph~~
  - ~~Valid passport~~

### Businesses Qualified under Provides Goods or Services to a low and moderate income area

~~A business must provide goods and services to an area where the number of LMI persons served by the assisted business amounts to at least one LMI person per \$350 of CDBG funds used.~~

### Application Packet - Required Documentation:

Must submit:

- Complete and sign the Small Business Grant Application.
- A list of work with cost estimate and timeline for completion of work.
- A copy of an active business license issued by the City.
- A copy of the lease agreement/mortgage statement for the commercial space the business occupies; must be a minimum of a two-year lease.
- All business owners with a 20% or greater ownership interest must submit a copy of a government issued identification. Examples include:
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  - State identification card with a photograph
  - Copy of applicant Social Security card
  - Immigration and Naturalization Service documents – must contain a photograph
  - Military identification with a photograph
  - Alien Registration Card with a photograph
  - Valid passport

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\*A UE number is required for receipt or renewal of a Federal grant. To obtain a UEI number, contact Sam.gov or call the Federal Service Desk (FSD.gov) at (866) 606-8220. Note that DUNS numbers will no longer be accepted.

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## AGENDA REPORT

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**To:** Vice Mayor Mary Mendoza and Councilmembers

**From:** Mayor Celeste T. Rodriguez

**Date:** November 18, 2024

**Subject:** Discussion and Consideration Regarding Creation of a Domestic Abuse Response Team (DART) to Respond to Needs in the Community

### RECOMMENDATION:

I have placed this item on the agenda for City Council discussion (Attachment "A") to provide staff with direction.

### BACKGROUND/ANALYSIS:

1. On October 16, 2024, Mayor Rodriguez submitted a request to agendize an item for City Council discussion for the October 21, 2024 City Council Meeting (Attachment "A").
2. On October 21, 2024, Mayor Rodriguez pulled the item from consideration and tabled the item to the November 18, 2024 City Council Meeting.

### BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

### ATTACHMENTS:

- A. Request to Agendize an Item for City Council Discussion/Consideration  
Exhibit "A" – Domestic Violence Report Statistics

THE CITY OF  
**SAN FERNANDO**

## REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

### CITY COUNCILMEMBER INFORMATION

NAME

Celeste Rodriguez

TITLE

Mayor

### ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Creation of a Domestic Abuse Response Team (DART) to respond to the needs in our community.

#### PRIORITIES

*Is this included in the current FY priorities?*☐ Yes ☒ No

#### BUDGET

*Is this a budgeted item?*☐ Yes ☒ No

#### FISCAL IMPACT

*Is there a fiscal impact? If yes, indicate amount.*☐ Yes ☒ No \$BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*ATTACHMENTS *Do you have any attachments to include?*☒ Yes ☐ NoRECOMMENDATION *Indicate the direction you are recommending.*

Discuss and provide direction to staff regarding the establishment of partnerships and pursuit of grants to support the city's response to domestic violence.



## Domestic Violence Related Reports

|                     | 2022       |             |                   | 2023       |             |                   | 2024       |             |                   |
|---------------------|------------|-------------|-------------------|------------|-------------|-------------------|------------|-------------|-------------------|
|                     | 273.5(A)PC | 243(E)(1)PC | Domestic Incident | 273.5(A)PC | 243(E)(1)PC | Domestic Incident | 273.5(A)PC | 243(E)(1)PC | Domestic Incident |
| January             | 0          | 4           | 8                 | 1          | 0           | 5                 | 3          | 2           | 2                 |
| February            | 6          | 1           | 6                 | 2          | 0           | 8                 | 0          | 2           | 4                 |
| March               | 2          | 3           | 6                 | 4          | 3           | 7                 | 1          | 0           | 2                 |
| April               | 2          | 6           | 7                 | 2          | 3           | 7                 | 2          | 2           | 4                 |
| May                 | 3          | 0           | 4                 | 1          | 3           | 5                 | 4          | 1           | 2                 |
| June                | 5          | 2           | 6                 | 7          | 4           | 2                 | 4          | 0           | 3                 |
| July                | 6          | 4           | 12                | 2          | 2           | 7                 | 4          | 2           | 3                 |
| August              | 1          | 3           | 10                | 1          | 2           | 4                 | 1          | 1           | 2                 |
| September           | 4          | 3           | 5                 | 7          | 3           | 7                 | 4          | 4           | 3                 |
| October             | 2          | 2           | 6                 | 5          | 1           | 5                 |            |             |                   |
| November            | 1          | 7           | 4                 | 2          | 4           | 6                 |            |             |                   |
| December            | 2          | 3           | 5                 | 5          | 4           | 6                 |            |             |                   |
| <b>YEAR TOTAL:</b>  | <b>34</b>  | <b>38</b>   | <b>79</b>         | <b>39</b>  | <b>29</b>   | <b>69</b>         | <b>23</b>  | <b>14</b>   | <b>25</b>         |
| <b>GRAND TOTAL:</b> | <b>151</b> |             |                   | <b>137</b> |             |                   | <b>62</b>  |             |                   |

**13700.**

As used in this title:

(b) "Domestic violence" means abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship. For purposes of this subdivision, "cohabitant" means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, (1) sexual relations between the parties while sharing the same living quarters, (2) sharing of income or expenses, (3) joint use or ownership of property, (4) whether the parties hold themselves out as spouses, (5) the continuity of the relationship, and (6)

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Councilmember Joel Fajardo

**Date:** November 18, 2024

**Subject:** Discussion and Consideration Regarding Commissioner Selection Process, Application Updates, and Conduct Standards

### **RECOMMENDATION:**

I have placed this item on the agenda (Attachment "A") for City Council discussion to provide staff with direction.

### **BACKGROUND/ANALYSIS:**

See Attachment "A" that was submitted to request to agendize this item for the November 18, 2024 City Council Meeting.

### **BUDGET IMPACT:**

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

### **ATTACHMENTS:**

- A. Request to Agendize an Item for City Council Discussion/Consideration  
Exhibit "A" – Application to Serve on a City Commission

**REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL  
DISCUSSION/CONSIDERATION****CITY COUNCILMEMBER INFORMATION**

NAME

Joel Fajardo

TITLE

Councilmember

**CO-SPONSOR CITY COUNCILMEMBER INFORMATION**

NAME

☐ In Support**ITEM INFORMATION**SUBJECT *Title of the item you are requesting to be agendized.*

Discussion Regarding Commissioner Selection Process, Application Updates, and Conduct Standards

PRIORITIES

*Is this included in the current FY priorities?*☐ Yes ☒ No

BUDGET

*Is this a budgeted item?*☐ Yes ☒ No

FISCAL IMPACT

*Is there a fiscal impact? If yes, indicate amount.*☐ Yes ☒ No \$BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

Discussion to review and refine the selection process for commissioner appointments, including updates to the application procedure, requirements for applicant background information, and clarified standards for commissioner conduct and ethics.

ATTACHMENTS *Do you have any attachments to include?*☐ Yes ☒ NoRECOMMENDATION *Indicate the direction you are recommending.*

Provide staff with direction on proposed updates and improvements to the commissioner selection and vetting process.

**APPLICATION TO SERVE ON A CITY COMMISSION**

*This is a public document. To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.*

**APPLICANT INFORMATION**

|   |              |           |
|---|--------------|-----------|
| NAME  |              | PHONE NO. |
| RESIDENCE ADDRESS   | CITY & STATE | ZIP CODE  |
| MAILING ADDRESS <i>If different than above</i>  | CITY & STATE | ZIP CODE  |
| EMAIL ADDRESS <i>Business or personal to be used for Commission activity</i>  |              |           |
| EMPLOYER  | POSITION     |           |
| BUSINESS ADDRESS  | CITY & STATE | ZIP CODE  |
| BUSINESS PHONE  |              |           |
| ARE YOU RELATED TO THE NOMINATING COUNCILMEMBER?<br><input type="checkbox"/> YES <input type="checkbox"/> NO    IF YES, HOW ARE YOU RELATED? _____  |              |           |
| DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? <i>If yes, please list the address(es)</i><br><input type="checkbox"/> YES <input type="checkbox"/> NO   |              |           |
| DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name, nature of the business, and business license number</i><br><input type="checkbox"/> YES <input type="checkbox"/> NO |              |           |

**MEMBER COMMITMENT**

**I am willing to fulfill all requirements of a City Commissioner, including but not limited to:**

- I am over the age of 18 years old and am a resident of the City of San Fernando, California.
- As a City Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code, if applicable.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

**I agree to all requirements mentioned above and have provided all correct and truthful information in this application.**

|                     |      |
|---------------------|------|
| APPLICANT SIGNATURE | DATE |
|---------------------|------|

APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) Please indicate which Commission you are interested in

- ☐ EDUCATION COMMISSION
- ☐ PARKS, WELLNESS, AND RECREATION COMMISSION
- ☐ PLANNING AND PRESERVATION COMMISSION
- ☐ TRANSPORTATION AND PUBLIC SAFETY COMMISSION
- ☐ OTHER BOARD, COMMISSION OR COMMITTEE \_\_\_\_\_

Please provide your background and related experience information below:

